

Dated

12th January 2014

2014

- (1) The Owner: Vincent Rowland Mills & Zoe Marisa Mills
- (2) The Mortgagee: Bank of Scotland plc

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning
land at 1 Normans Drive Bognor Regis PO22 8LW

Planning Application Ref: FP/66/B
Contributions for Affordable Housing of £9,128
Monitoring Fee £150.00

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

2. The second part outlines the various methods used to collect and analyze data, including surveys, interviews, and focus groups. It also discusses the challenges associated with data collection and analysis.

3. The third part provides a detailed overview of the results of the study, including the findings from the data analysis and the conclusions drawn from the research.

4. The fourth part discusses the implications of the findings for the organization and the broader field of research. It also provides recommendations for future research and practice.

5. The fifth part concludes the document by summarizing the key points and reiterating the importance of the research.

THIS UNILATERAL UNDERTAKING is given this day of 2014

by **VINCENT ROWLAND MILLS and ZOE MARISA MILLS**
of Ferriers End 1 Normans Drive Bognor Regis West Sussex PO22 8LW ("the
Owner") **IN FAVOUR OF Arun District Council** of Arun Civic Centre
Maltravers Road Littlehampton West Sussex BN17 5LF with the agreement
and consent of Bank of Scotland plc ("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 £9,128 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 Ferriers End 1 Normans Drive Bognor Regis West Sussex PO22 8LW 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 purpose 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

<u>Payee</u>	<u>Time for Payment</u>	<u>Amount</u>	<u>Purpose</u>
The Council	on commencement of the Development	£150.00	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. Regulation 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

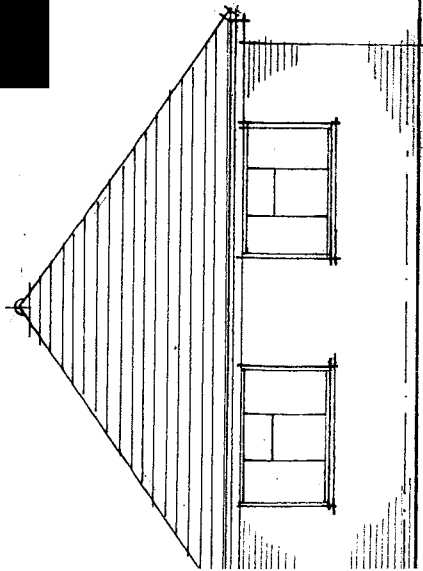
The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

9. Mortgage Consent Clause

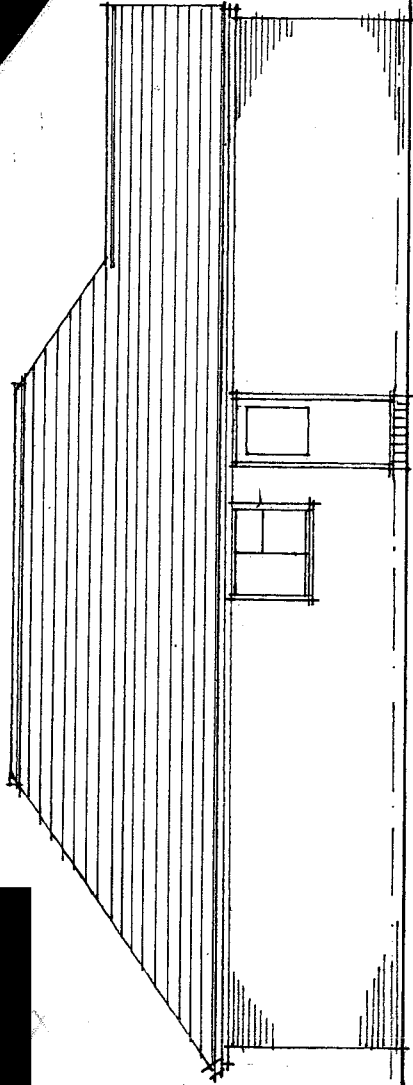
The Mortgagee joins in and executes this Unilateral Undertaking so as to show its consent to its terms and on the understanding that they will only be liable for any breach of the covenants restrictions or obligations contained in this Unilateral Undertaking during such periods (if any) as it is a Mortgagee in Possession of the Land and then only if it shall have caused such breach to be occasioned, and provided, for the avoidance of doubt, that it shall not in any event be liable for any breach of this Agreement arising prior to it becoming mortgagee in possession of the Land regardless of whether or not such pre-existing breach shall continue for any period during which is it Mortgagee in Possession of the Land

10. Miscellaneous

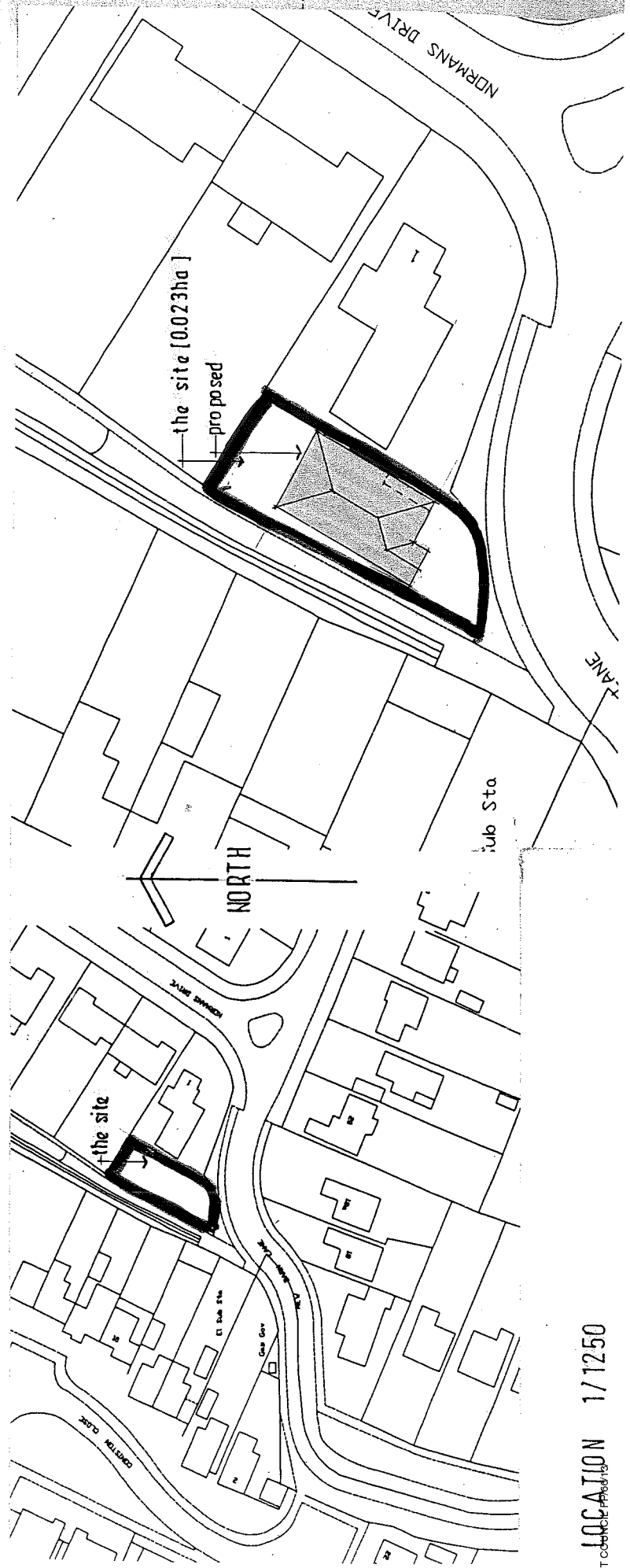
10.1 This Deed may at the absolute discretion of the Council be applied to the Development as authorised by the Planning Permission or as varied or renewed or resubmitted from time to time provided always in each of these cases that the sum of the Affordable Housing Contribution remains unchanged. The application of this Deed to any other Planning Permissions shall be recorded on those Planning Permissions by an "informative" note.



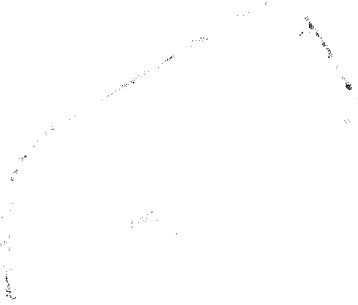
ORTH EAST 1/100



NORTH WEST 1/100



A. Drury



10.2 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 purpose of its undertaking or operational Land as defined in the S262 of the Act.

Signed as a Deed by
VINCENT ROWLAND MILLS
In the presence of

Witness signature

witness full name

Witness address

Signed as a Deed by
ZOE MARISA MILLS
In the presence of

Witness signature

witness full name

Witness address

Executed as a deed by
affixing the common seal
of **BANK OF SCOTLAND PLC**
in the presence of:

AS AN ATTORNEY FOR AND ON BEHALF OF
BANK OF SCOTLAND PLC
IN THE PRESENCE OF
HALIFAX PLC
TRINITY ROAD
HALIFAX
HX1 2RG

Authorised Signatory

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.

If any mapping work in respect of any pending application(s) has been completed, additional references, which are not referred to in the register of title, may appear on the title plan or be referred to in the certificate of inspection in form CI. References may also have been amended by, or not be shown on the title plan, where these are being removed as a result of a pending application(s).

This official copy is issued on 30 April 2013 shows the state of this title plan on 30 April 2013 at 11:55:47. 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 the Land Registry, Durham Office .

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H. M. LAND REGISTRY

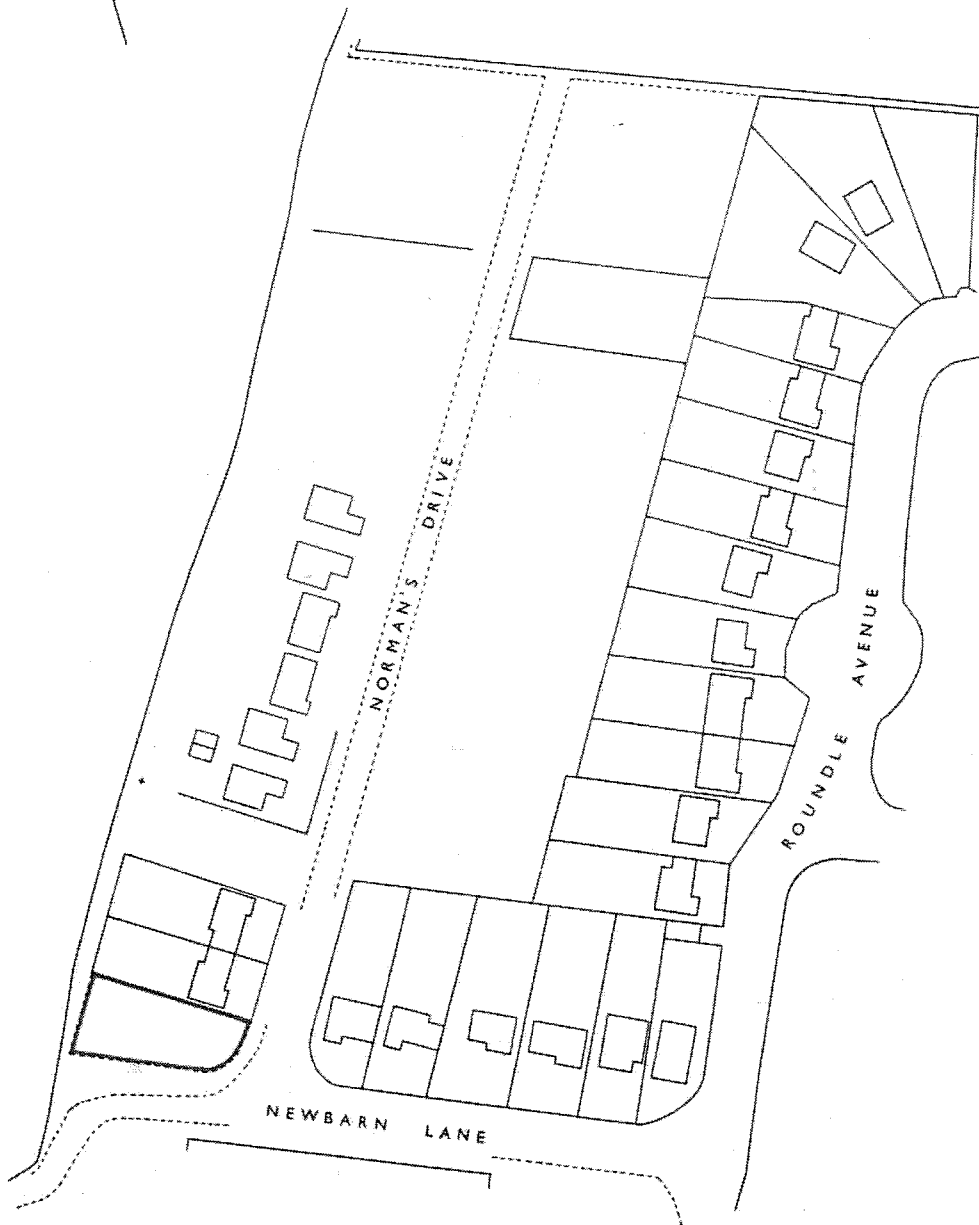
SUSSEX SHEET LXXIV. 3

Scale 1/1250

Enlarged from 1/2500

BOGNOR PARISH

The boundaries shown by dotted lines have been plotted from the original plan and are subject to revision on survey



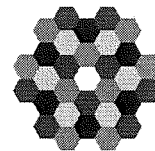
Crown Copyright Reserved



Filed Plan of Title No. **SX 29825**

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 SX29825

Edition date 11.07.2011

- This official copy shows the entries on the register of title on 30 APR 2013 at 11:55:47.
- 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 30 Apr 2013.
- 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 (13.05.1954) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Ferriers End, 1 Normans Drive, Bognor Regis (PO22 8LW).
- 2 The Conveyance dated 7 December 1936 referred to in the Charges Register contains the following provision:-

"THE Purchaser and the persons deriving title under it shall not become entitled to any right of light or air which would in any way prejudicially affect the free and unrestricted user by the Vendor or persons deriving title under it of adjoining or neighbouring land for building or 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 (07.07.2011) PROPRIETOR: VINCENT ROWLAND MILLS and ZOE MARISA MILLS of Ferriers End, 1 Normans Drive, Bognor Regis, West Sussex PO22 8LW.
- 2 (07.07.2011) The price stated to have been paid on 30 June 2011 was £275,000.
- 3 (07.07.2011) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 June 2011 in favour of Bank of Scotland PLC referred to in the Charges Register.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 7 December 1936 made between (1) Court Securities Limited (Vendor) (2) Lloyds Bank Limited and (3) Deansbrook Estates Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to rights of free passage and running of water and soil through the sewers drains and watercourses therein or thereunder.
- 3 (07.07.2011) REGISTERED CHARGE dated 30 June 2011.
- 4 (07.07.2011) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.
- 5 (07.07.2011) The proprietor of the Charge dated 30 June 2011 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 7 December 1936 referred to in the Charges Register:-

"THE Purchaser for the benefit of the remainder of the Roundle Estate of the Vendors and to the intent that this covenant shall bind the property hereby conveyed into whosoever hands the same may come but not so as to bind the Purchaser personally after it has parted with its interest in the property or in that part thereof in respect of which some breach may arise hereby COVENANTS with the Vendor henceforth to observe the restrictions and stipulations set out in the First Schedule hereto.

THE FIRST SCHEDULE above referred to

1. The Purchaser will forthwith erect and at all times hereafter maintain good and sufficient boundary fences to the said property to the reasonable satisfaction of the Vendor between the points marked "A" and "B" and "A" and "C" on the plan drawn hereon within the boundary the former fence to be similar in construction to the fence already erected by Vendor along part of easterly boundary and the latter fence to be a close boarded one six feet in height.

2. No building to be erected upon the said property shall be used otherwise than as a private dwellinghouse with or without garage and other usual offices and outbuildings for occupation therewith and no trade manufacture or business of any description shall be carried on upon the said property or any part thereof nor shall the property or any part thereof or any fences belonging thereto be at any time used for advertising purposes. The foregoing provision shall not preclude the said property being used for the purposes of the carrying on of the profession of a solicitor or other professional persons but shall not permit the carrying on of a school or any other Institution whether public or private of any kind.

3. The Purchaser shall not erect or permit to be erected any building or other erection nearer to Normans Drive than the building line shewn on the said plan.

4. No new building and no addition to any existing building shall at any time be erected on the said land except in a position and in accordance with plans drawings and elevations to be previously submitted to and approved of in writing by the Vendor but this provision shall cease to have effect after the 31st day of December 1954 and in any case such approval shall not be unreasonably withheld.

5. No building plot shall have a less frontage than 30 feet to Normans Drive.

6. No house shall be erected on any part of the said land which shall

Title number SX29825

Schedule of restrictive covenants continued

be of a less net prime cost in materials and labour of construction only than £450.

7. Nothing shall at any time be done on the said property or any part thereof which shall be or become a nuisance or annoyance to the adjoining or neighbouring property or to the owners or occupiers thereof for the time being.

8. The Vendor reserves the right to deviate alter or stop up any projected street or road on any of its adjoining land so far as the same shall not be co-extensive with the said property and not in actual use as an access to the said property from the highway.

9. The Vendor reserves the right to alter or modify the restrictions in connection with the sale of the remainder of its Roundle Estate or if it so desires to sell the same or any part thereof free from any restrictions whatsoever and to alter or modify the restrictions or to release the Purchaser and its successors in title therefrom in respect of the property hereby conveyed.

NOTE: No boundary of the land in this title is so affected by the points referred to in Clause 1.

End of register