

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

Dated 21<sup>ST</sup>. APRIL. 20 14

[1] The Owner: MR. MARTIN SEGERBICKI

[2] The Mortgagee: NONE.

### UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at

3 HIGH STREET, LITTLEHAMPTON, BN17 5EG

Planning Application Ref: TBA.  
Contributions for Affordable Housing of £ 4,791.00  
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 DAY 21ST APRIL 2014

By MR. MARTIN SLEZEBICKI

Of 123 HOLLINGBURY ROAD, BRIGHTON, BN1 7SD

("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") NONE.

## 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 £ 4,791.00 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 3 HIGH STREET 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<br>Commencement of<br>the Development | £150   | ADC Monitoring of<br>compliance with<br>the Deed and<br>subsequent<br>expenditure of the<br>Contribution Sum<br>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

**Mortgage Consent Clause**

The Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms

**Miscellaneous**

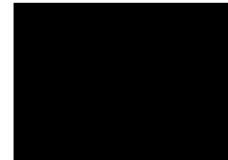
- 10.1 This Deed may at the absolute discretion of the Council be applied to the Development as authorised by the Planning Permission or as varied or renewed or re submitted from time to time provided always in each of these cases that the sum of the Affordable Housing Contribution remains unchanged.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

- 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 purposes of its undertaking or operational Land as defined in the S262 of the Act.

**SIGNED as a DEED**

By THE OWNER/S  
in the presence of  
Name

MR. MARTIN SZCZEPILSKI



signature

Address

Occupation

signature

By THE OWNER/S  
in the presence of  
Name

signature

Address

Occupation

signature

**SIGNED as a DEED**

By THE MORTGAGEE  
in the presence of  
Name

NONE

signature

Address

Occupation

signature

# ST MARTINS ROAD

Architects  
Martin Szczerbicki Associates Ltd.  
Chartered Architects  
126 Hollingbury Road  
Brighton BN1 7JD

Project  
Proposed conversion to create  
self contained flats and a shop  
unit  
Location  
3 and 3A High Street,  
Littlehampton, BN17 5EG

Drawing  
Site block plan

Dwg.No. 14.01.03/2  
Scale 1/500  
Date 4/2014  
Sheet Size A4



# H.M. LAND REGISTRY

TITLE NUMBER

WSX 94432

ORDNANCE SURVEY  
PLAN REFERENCE

TO 0202

SEK 70 N N

Scale  
1:250

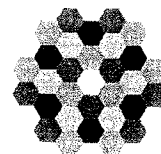
COUNTY WEST SUSSEX

LOCALITY ARUN

Copyright 1983



This official copy is incomplete without the preceding notes page.



## Title information document

This document has been issued following a change to the register. It has been supplied for information only. It should not be sent to Land Registry in connection with any subsequent application.

Attached is an official copy of the register showing the entries subsisting following the recent completion of the application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in future you wish to apply for an official copy of the register or the title plan, please apply using form OC1 (available from our website, any Land Registry local office and law stationers). A fee is payable for each copy issued.

If you have any queries, or you require this correspondence in an alternative format, please contact us at the address shown, quoting the title number shown on the top of the official copy.

Land Registry  
Kingston upon Hull Office  
Earle House  
Colonial Street  
Hull HU2 8JN

### **Important information about the address for service**

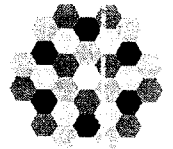
If we need to write to an owner, chargee or other party who has an interest noted on the register, we will write to them at the address shown on the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a measure to safeguard against fraud. It is important that this address is correct and up to date. If it is not you may not receive our letter or notice and could suffer a loss as a result.

You can have up to three addresses for service noted on the register. At least one of these must be a postal address, whether or not in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for

service.

Public Guide 2 – *Keeping your address for service up to date* explains how to do this. You can view or download copies of this guide from our website at [www.landregistry.gov.uk](http://www.landregistry.gov.uk) in English and Welsh or obtain a copy of it free of charge from any Customer Support – telephone 0844 892 1111 (0844 892 1122 for a Welsh-speaking service) from Monday to Friday between 8am and 6pm.



# Official copy of register of title

Title number WSX94432

Edition date 19.03.2014

- This official copy shows the entries in the register of title on 19 March 2014 at 13:25:22.
- 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 19 March 2014.
- 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](http://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 (26.09.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 3 High Street, Littlehampton (BN17 5EG).
- 2 The land has the benefit of the following rights granted by the Conveyance dated 5 August 1930 referred to in the Charges Register:-  
  
"Together Also with a right of way at all times and for all purposes of the width of four feet over the eastern portion of the said passage way on the west to and from High Street to the existing doorway in the western side of the property hereby conveyed."

## 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 (19.03.2014) PROPRIETOR: MARTIN SZCZERBICKI of 128 Hollingbury Road, Brighton BN1 7JD.
- 2 (19.03.2014) The price stated to have been paid on 11 March 2014 was £150,000.

## C: Charges register

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

- 1 A Conveyance of the land in this title dated 5 August 1930 made between (1) The Most Noble Bernard Marmaduke Duke of Norfolk (Vendor) (2) The Right Honourable Edmund Bernard Viscount Fitz Alan and others and (3) Albert Luke Stacey (Purchaser) contains the following covenants:-

"For the benefit of the Norfolk Estate at Littlehampton aforesaid or the part thereof for the time being remaining unsold and to the intent that this covenant shall be binding as far as may be on the owner for the time being of the property hereby conveyed he the Purchaser hereby covenants with the Vendor that no noisome noisy or offensive trade or business shall at any time hereafter be carried on upon the premises hereby conveyed. Provided that the Purchaser or other the owners or owners for the time being of the property hereby conveyed shall be liable only in respect of breaches which occur while he or they are the respective owner or owners of any part of the land in respect of which the breach occurs."

End of register