Planning Application Reference:	**LU/122/12/**
Document Type:	**Unilateral Undertaking**
Date of Agreement:	**16th 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

Dated: 16 October 2012

Between:

[1]	CM Wood	[The Owner]
[2]	National Westminster Bank PLC	[The Mortgagee]
[3]	Arun District Council	[ADC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at CM Wood Body Repair Centre Linden Park Gloucester Road Littlehampton West Sussex

---

To pay affordable housing contribution of £12,186 .00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: LU/122/12

16 October

1. **THIS DEED** is by undertaking and is dated _____ 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	Christopher martin Wood of CM Body Repairs Centre Linden Park Littlehampton BN17 7BJ
Mortgagee	National Westminster Bank PLC Co Reg No 929027 ~~27 South Street Worthing Bn11 3AN~~ whose registered office is at 135 Bishopsgate London EC2M 3UR and whose address for service is Credit Documentation PO Box 339 Manchester M60 2AH
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 WSX268302 of land at CM Wood Body Repair Centre Linden Park Gloucester Road Littlehampton West Sussex ("The Land")shown for identification only edged black on the attached plan and the applicant for planning permission described below
	Application is made for Planning Permission under Application Ref: LU/122/12 for 9 flats and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of the Land
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 Planning Application has been submitted 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 entering into this Deed and to the land being bound by its terms.

5. **CONTRIBUTIONS PAYABLE**

5.1 The Owner 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	£12,186.00	Affordable Housing throughout the whole of the Arun District

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

6. ADDITIONAL CLAUSES

The Owner 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 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 undertake to ADC that any sums payable by the Owner 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 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 agree with ADC :

Legal Costs of ADC

6.5. 1 The Owner 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 .2 to pay on commencement of the Development to the ADC a contribution of £150 minor application incurred in monitoring compliance with this Agreement

6. 5.3 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

6.5.4 . 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.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 6.1.3 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 Littlehampton 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]	Contribution towards affordable housing	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

[redacted]

Solicitor
24 Broadmark Parade Rustington
West Sussex
BN16 2NG

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF

Signed and Delivered as a deed)
For and on behalf of)
National Westminster Bank Plc)
By a duly authorised Attorney)

In the presence of Gaby Dalton

[redacted]

Witness' Signature-Bank employee

[redacted]

DOCUMENTOR
CREDIT DOCUMENTATION

REF 18504536/M36

Land Registry Official copy of title plan

Title number **WSX268302**
Ordnance Survey map reference **TQ0202SW**
Scale **1:1250**
Administrative area **ARUN**

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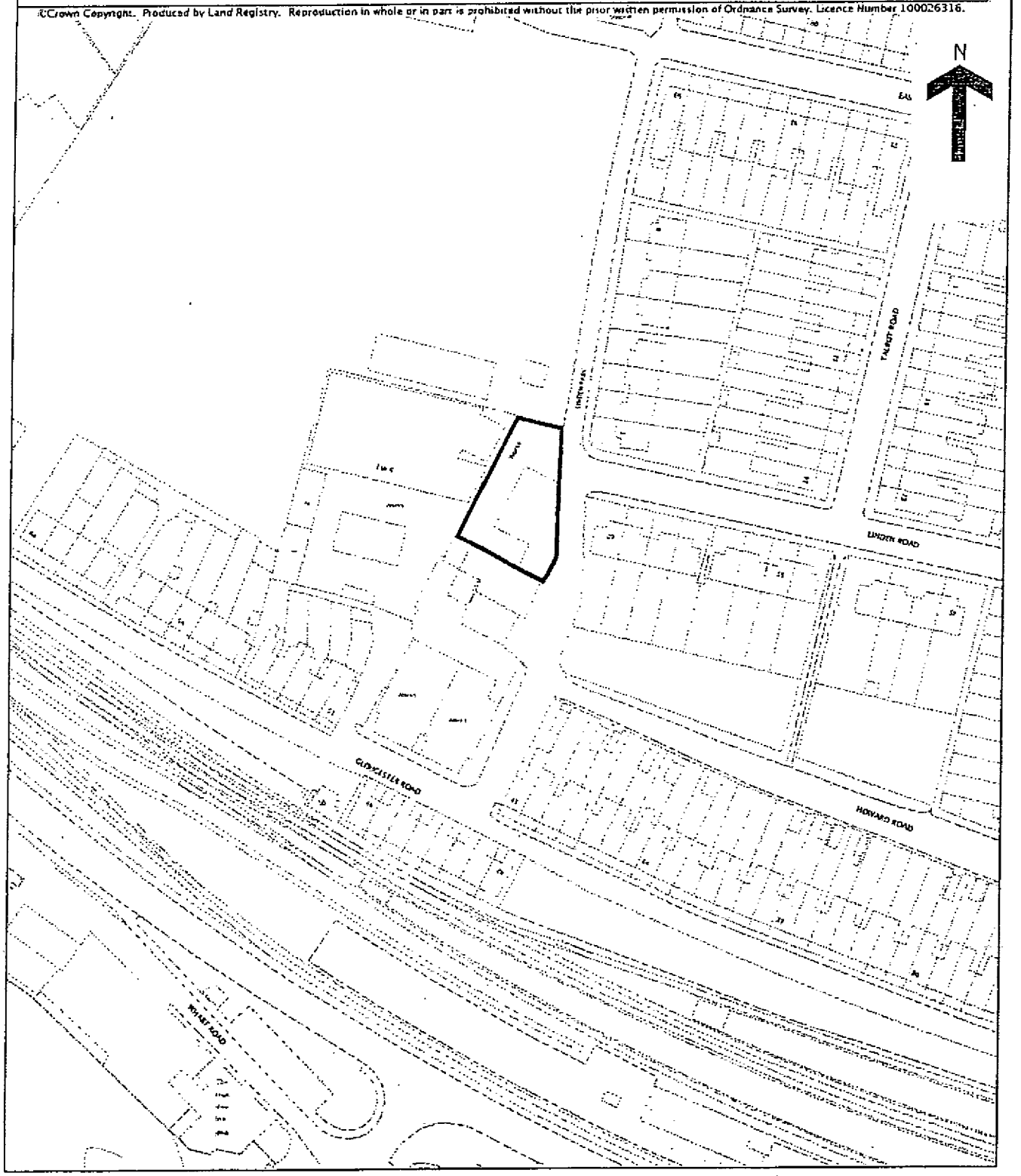


Land Registry

Official copy of register of title

Title number WSX268302 | Edition date 16.09.2008

- This official copy shows the entries on the register of title on 19 JUN 2012 at 14:33:35.
- 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 Jun 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 (19.11.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being C M Wood Body Repair Centre, Linden Park, Littlehampton.

2 (19.11.2002) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 30 April 1973 made between (1) Sundial Property Investments Limited (Vendor) (2) Midland Bank Limited (Mortgagee) and (3) Christopher Martin Wood (Purchaser):-

"TOGETHER ALSO WITH all privileges rights and easements or quasi rights and quasi easements (if any) enjoyed by the property hereby conveyed over the land edged green on the said plan EXCEPT AND RESERVING unto the Vendor and the owners and occupiers for the time being of the land edged green on the said plan

(1) full right and liberty from time to time and at all times hereafter and for all purposes to pass and repass with or without vehicles over and along the road or way hatched brown on the said plan

(2) the right of passage and running of water soil gas and electricity laid under the land hatched brown on the said plan and the right to connect to and use the drains channels pipes conduits and cables on in or under the said land the Vendor or other persons using such drains channels pipes conduits and cables paying their share of the cost of cleansing and repairing the same as need shall require and

(3) all privileges rights and easements or quasi rights and quasi easements (if any) enjoyed by the land edged green on the said plan over the property hereby conveyed

NOTE: Copy Plan filed.

3 (19.11.2002) By a Deed of Variation and Transfer dated 31 December 1980 made between (1) Pengham Properties Limited (2) Christopher Martin Wood

A: Property Register continued

and (3) Barclays Bank Limited the rights granted by the Conveyance dated 30 April 1973 referred to above were released as therein mentioned.

NOTE: Copy Deed filed.

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 (19.11.2002) PROPRIETOR: CHRISTOPHER MARTIN WOOD of C M Body Repair Centre, Linden Park, Littlehampton, West Sussex BN17 7BJ.

2 (19.11.2002) The Conveyance dated 30 April 1973 referred to in the Property Register contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

3 (19.11.2002) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor of the Charge dated 21 October 2002 in favour of National Westminster Bank PLC referred to in the Charges Register.

Schedule of personal covenants

1 The following are details of the personal covenants contained in the Conveyance dated 30 April 1973 referred to in the Proprietorship Register:-

"The Puirchaser hereby covenants with the Vendor that he will within six months from the date hereof eredt and at all times thereafter maintain a good and substantial fence along the sdides of the land hereby conveyed marked with a "T" within the boundaries on the said plan"

C: Charges Register

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

1 (19.11.2002) A Conveyance dated 17 March 1930 made between (1) The Most Noble Bernard Marmaduke Duke of Norfolk (2) The Rt. Hon. Edmund Bernard Fitz Alan of Derwent and others and (3) Andrew Cairns contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

NOTE: The Conveyance dated 26 July 1946 referred to below contains covenants which purport to be contained in the Conveyance. Details of the covenants are set out in the schedule of restrictive covenants hereto.

2 (19.11.2002) A Conveyance dated 14 April 1931 made between (1) The Urban District Council of Littlehampton and (2) Andrew Cairns contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

NOTE: The Conveyance dated 26 July 1946 referred to below contains covenants which purport to be contained in the Conveyance. Details of the covenants are set out in the schedule of restrictive covenants hereto.

3 (19.11.2002) REGISTERED CHARGE dated 21 October 2002 to secure the moneys including the further advances therein mentioned.

4 (19.11.2002) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 27 South Street, Worthing, West Sussex BN11 3AN.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 17 March 1930 referred to in the Charges Register:-

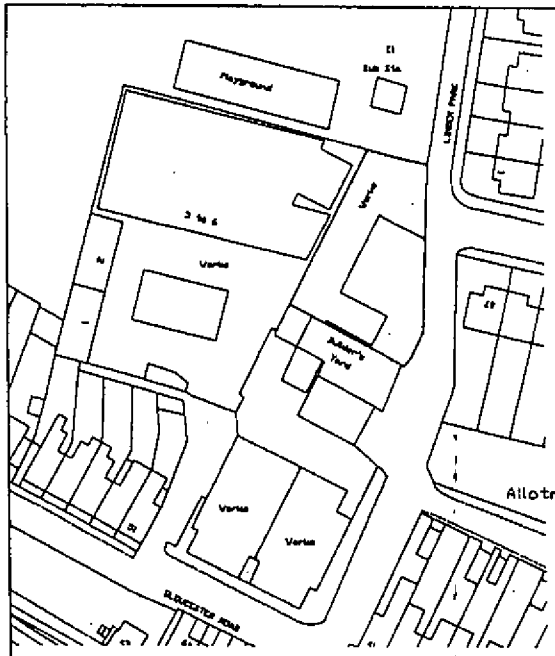
(1) The Purchaser and the persons deriving title under him shall maintain good and sufficient walls or fences surrounding the land hereby conveyed

(2) No noisome noisy or offensive trade or busines shall be carried out on the premises thereby conmveyed.

2 The following are details of the covenants contained in the Conveyance dated 14 April 1931 referred to in the Charges Register:-

The Purchaser and the persons deriving title underhim will not at any time hereafter use the piece of land hereby conveyed or any part thereof or permit the same to be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance or service or source of injury or annoyance to the Council or the adjoining or neighbouring property.

End of register



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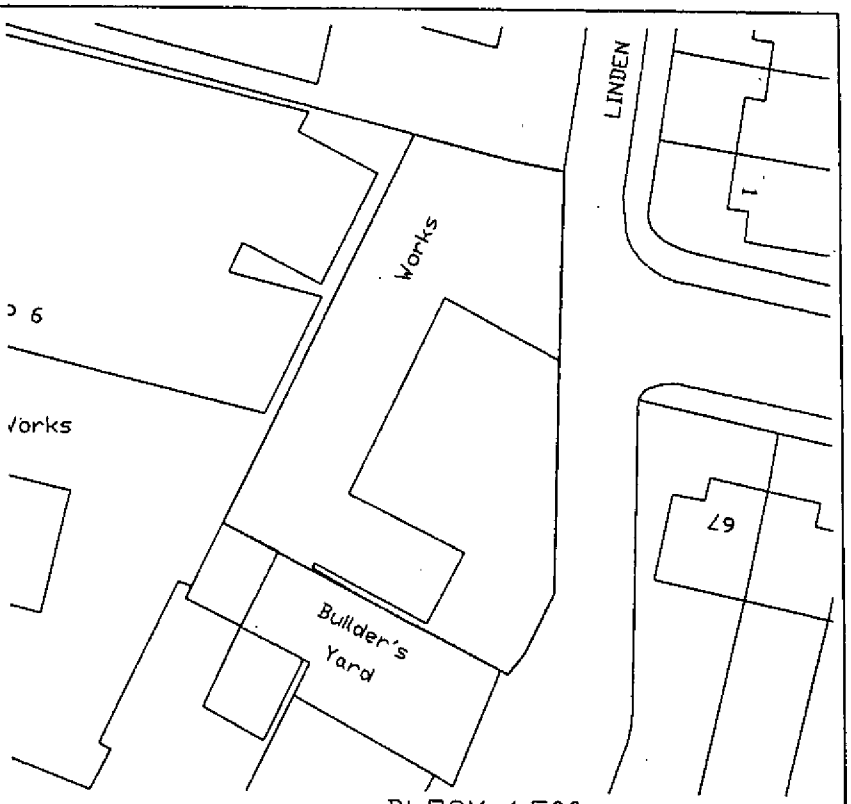

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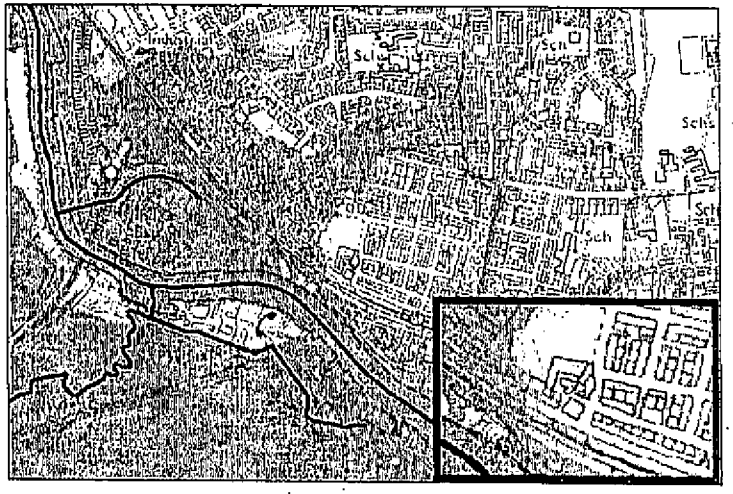

FLOOD RISK MAP - N.T.S.

All dimensions to be checked on site prior to commencement of work, except for planning purposes.

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CALDOTEC LTD
41 WILLOWHAYNE AVE
EAST PRESTON
WEST SUSSEX
BN16 1PL
[redacted]

EXISTING LOCATION & BLOCK

Site at
Linden Road
Littlehampton
West Sussex, BN17 7BJ

Issue	Details	By	Date

SCALE AS SHOWN on A4
DATE 10/5/12
DRAWING NUMBER 1104B/01