

Planning Application Reference:	LU/135/11/
Document Type:	Section 106 agreement
Date of Agreement:	7th October 2011

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

ARL

Dated: 7-10- 2011

Between:

[1]	DL Botting	[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 No 27 Church Street Littlehampton
West Sussex

To pay affordable housing contribution of £1479 .00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: LU/135/11

1. **THIS DEED** is by undertaking and is dated _____ 2011 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	David Lloyd Botting of 27 Church Street Littlehampton West Sussex
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 WSX73255 of land at 27 Church Street Littlehampton West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	The Owner has applied for Planning Permission under Application Ref: LU/135/11 for change of use from retail shop A1 to 2 bedroom flat and "Planning Applications" and "Development" shall be construed accordingly
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 Owner has made the Planning Application 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 .

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 Commencement of the Development for any purposes of the Planning Permission	£1479.00	Affordable Housing within the whole of the Arun District.

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

6.1 **LEGAL AND MONITORING COSTS**

The Owner 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	£100 minor application PLUS £50 per planning obligation in the deed viz 1 x 50 = 50 TOTAL £ 150 .00	ADC Monitoring of compliance with the Deed

Legal Costs of ADC

6.1 ADC acknowledges the receipt from the Owner 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 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 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 undertake to ADC that any sums payable by the Owner 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 clause 6.1 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 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 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.

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.

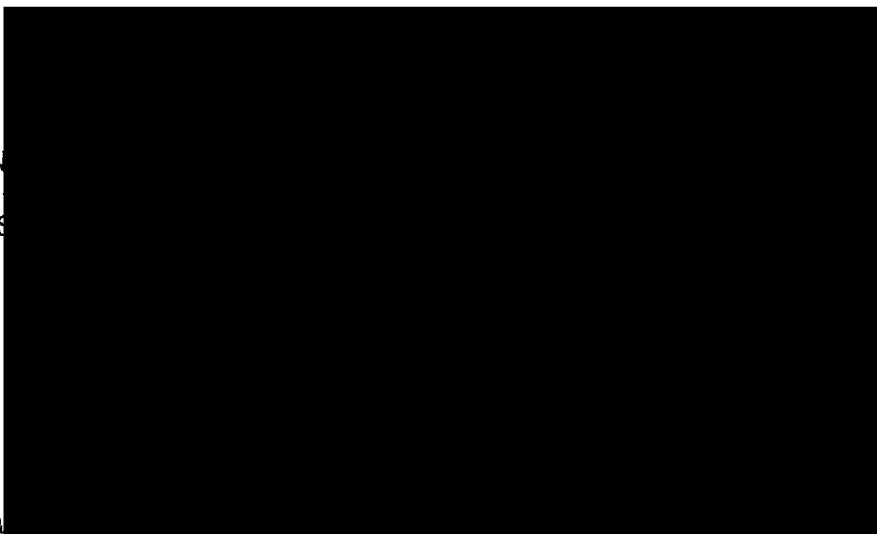
If ADC is Payee :
Head of Planning Services
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN 17 5LF
DX 57406 Littlehampton

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]	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	

SIGN
THE
PRES



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.



Title number WSX73255

Edition date 23 04 2008

- This official copy shows the entries on the register of title on 13 SEP 2011 at 09:04:18.
- 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 13 Sep 2011.
- 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 *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 (02.08.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 27 Church Street, Littlehampton, (BN17 5EN).

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 (02.08.1983) PROPRIETOR: DAVID LLOYD BOTTING of 27 Church Street, Littlehampton, W Sussex BN17 5EN.

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 31 December 1925 made between (1) The Right Honourable Edmund Bernard Viscount Fitz Alan of Derwent and others (Vendor) and (2) Ernest Ephraim Bere (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 31 December 1925 referred to in the Charges Register:-

"The Purchaser for himself and his assigns so as to bind as far as he

Schedule of restrictive covenants continued

legally can the assigns of the said premises but not so as to create any liability in him his heirs executors or administrators after he shall have ceased to have any legal or beneficial interest in the said premises hereby covenants with the said Bernard Marmaduke Duke of Norfolk and as a separate covenant with the person or persons from time to time entitled to the hereditaments in Littlehampton aforesaid for the time being subject to the uses of the said Indenture of Settlement and any future re-settlement or re-settlements of such hereditaments that he the Purchaser his heirs and assigns will not only during the life of the said Bernard Marmaduke Duke of Norfolk and after his death during the lives or life of the person or persons now living or hereafter born from time to time entitled to the hereditaments at Littlehampton aforesaid for the time being subject to the uses of the said Indenture of Settlement or any future re-settlement or re-settlements of such hereditaments but at all times hereafter perform and observe the several stipulations and provisions contained in the Schedule hereto in relation to the said premises

THE FIRST SCHEDULE above referred to

1. The messuage shop and all buildings erected or to be erected on the piece of ground conveyed by the foregoing Indenture shall at all times be kept in substantial repair. No messuage or shop shall be erected which shall cost less than Six hundred pounds. The Purchaser shall erect and maintain fences on all sides.
2. Not more than one messuage with shop shall be erected on the land or any part thereof without the previous consent in writing of the Vendors or the persons or person for the time being entitled to the possession or receipt of the rents and profits of the hereditaments at Littlehampton aforesaid for the time being subject to the uses of the said Indenture of Settlement recited in the foregoing Indenture or any future re-settlement or re-settlements of such hereditaments or his or their agent for the time being but such consent shall not be unreasonably withheld. No building shall be erected until the plans thereof have been submitted to and approved of by the Vendors or the person or persons aforesaid or his or their agent but such approval shall not be unreasonably withheld.
3. The elevation of any messuage shop and buildings shall not be altered without such previous consent as aforesaid but such consent shall not be unreasonably withheld.
4. In case any messuage shop and buildings or any part or parts thereof shall be burnt down or damaged by fire or destroyed or damaged by violent tempest the same or the part or parts thereof so burnt down or destroyed or damaged shall be rebuilt or reinstated within twelve calendar months thereafter as near as may be to the former elevation according to plans to be submitted to and approved of by and to the satisfaction of the Vendors or other the person or persons as aforesaid but such approval shall not be unreasonably withheld.
5. In all cases of difference arising under these stipulations and provisions respectively the question in difference either as to value or otherwise shall be referred to two Arbitrators one to be appointed by each party pursuant to and so as with regard to the mode and consequence of the reference to conform to the provisions in that behalf of the Arbitration Act 1889 or any statutory modification or extension thereof or substitution for the same for the time being.
6. No messuage shop or building on the said piece of ground or any part thereof shall be used as a public or private lunatic asylum or for the residence of any person or persons being a patient or patients of any public or private lunatic asylum or of any person or persons having the control or care of such patient or patients or having the control or care of any person or persons of unsound mind not being such patient or patients as aforesaid or for a convalescent home public house or beershop or for a licensed public refreshment house or for any immoral purposes or for any noisome trade or business."

End of register

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.

Additional references, which are not referred to in the register of title, may appear on the title plan in respect of any pending applications.

This official copy is issued on 13 September 2011 shows the state of this title plan on 13 September 2011 at 09:04:18. 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 7 - *Title Plans*.

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H.M. LAND REGISTRY		TITLE NUMBER	
		WSX 732 55	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST SUSSEX		TQ 0302
Scale, 1:1250	ARUN DISTRICT		© Crown copyright 1978

LITTLEHAMPTON PARISH

