

Dated:

10TH July 2014

Between:

[1] Robert John Jackson and Tina Margaret Jackson
[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 57 Stanley Road Wick Littlehampton
West Sussex BN17 6JF**

Affordable housing contribution of £4968

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: LU/150 /14/PL

Agreed 11 Aug 14

1. **THIS DEED** is by undertaking and is dated 10 July 2014 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	Robert John Jackson and Tina Margaret Jackson both of 57 Stanley Road Wick 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 a Conveyance dated 31 July 1997 and made between Margaret Lilian Jackson (a) and Robert John Jackson and Tina Margaret Jackson (2) of land at 57 Stanley Road Wick Littlehampton West Sussex BN 17 5AX ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
	Planning Permission has been sought under Application Ref:LU/150/14/PL for residential development comprising erection of terrace of 3 2 bedroom houses 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 Planning Application has been made 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 Commencement of the Development for any purposes of the Planning Permission	£4968	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	£250	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 undertakes 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 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 on 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 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.

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	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

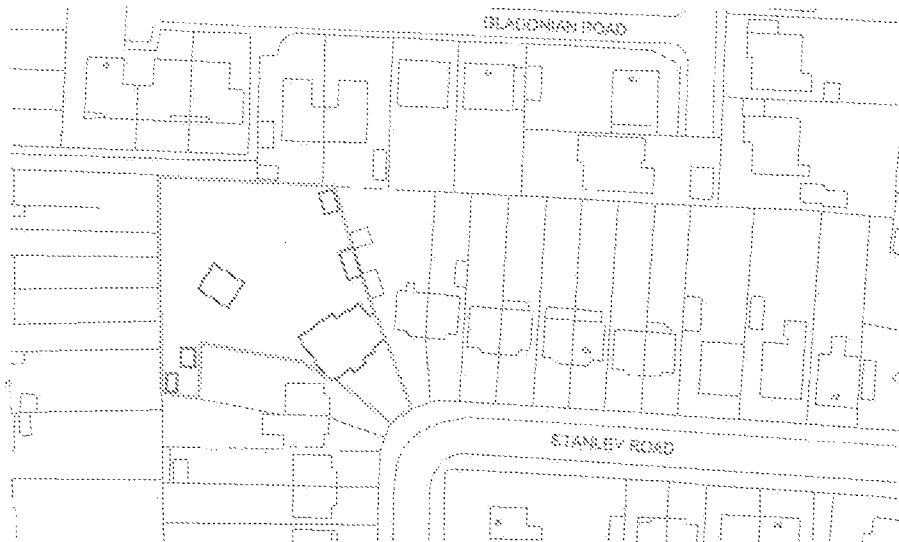
NAME
ADDRESS
OCCUPATION

JANET WHITING
23 GODA ROAD, LITTLEHAMPTON BN17 6AS
RECEPTIONIST.

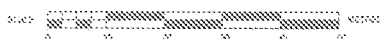
SIGNED AS A DEED BY
THE SECOND OWNER IN THE
PRESENCE OF

NAME
ADDRESS
OCCUPATION

JANET WHITING
23 GODA ROAD, LITTLEHAMPTON BN17 6AS
RECEPTIONIST.



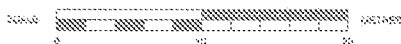
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LOCATION PLAN - 1/1250



SITE PLAN - 1/500



SUSSEX BUILDING CONSULTANCY LIMITED

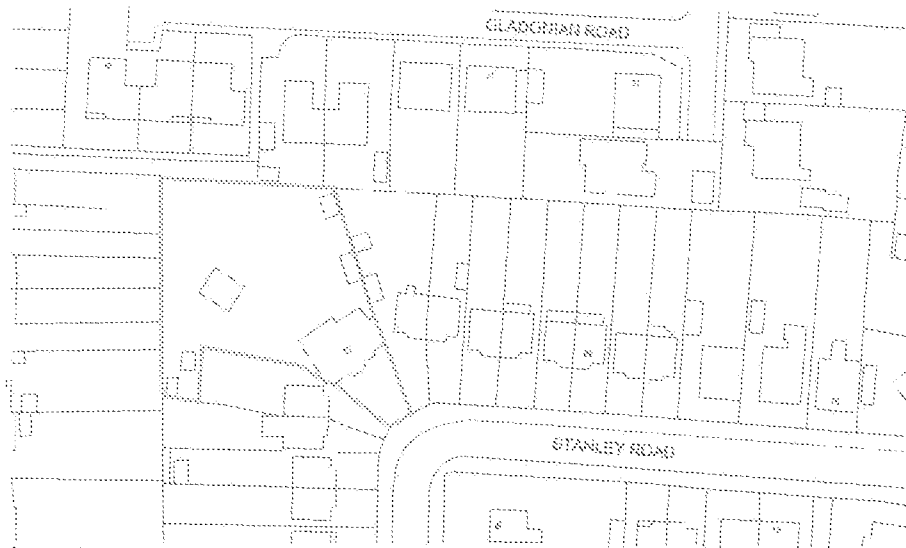
57 STANLEY ROAD, LITTLEHAMPTON,
WEST SUSSEX.

SCALE - 1/1250 REV - A DATE - 08/01/2014



1 ROYAL TROUBLE ROAD
SUSSEX BN12 9JL

TEL/FAX - 01243 841378

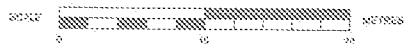


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LOCATION PLAN - 1/1250



SITE PLAN - 1/500

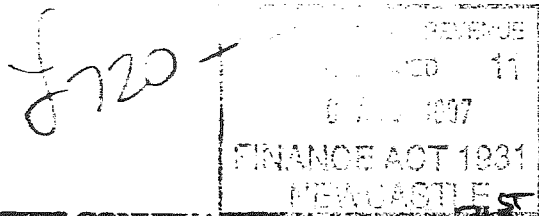


SUSSEX BUILDING CONSULTANCY LIMITED

57 STANLEY ROAD, LITTLEHAMPTON,
WEST SUSSEX

SCALE - 1/1250 REV - A DATE - 20/04/2014





32/10

THIS CONVEYANCE is made the 31st day of July One thousand

~~nine hundred and ninety-seven~~ **BETWEEN** (1) **MARGARET LILIAN JACKSON** of 57 Stanley Road **Wick Littlehampton** in West Sussex ("the First Party") and (2) **ROBERT JOHN JACKSON** and **TH** **MARGARET JACKSON** ("Mrs. Jackson") both of 29 Lansdowne Road Wick Littlehampton aforesaid **(together "the Second Party")**



NOW THIS DEED WITNESSES as follows:-

1. Recitals

1.1 The First Party is seized of the property hereinafter described for an estate in fee simple absolute in possession subject as hereinafter mentioned but otherwise free from incumbrances

1.2 Mrs. Jackson is registered as proprietor of 29 Lansdowne Road Wick Littlehampton aforesaid ("the Second Property") registered at H.M. Land Registry with title absolute under Title Number **WSX207267**.



1.3 The First Party and Mrs. Jackson have mutually agreed to exchange their respective properties with the intention that the First Property will be vested in the joint names of the Second Party

1.4 By a Transfer Deed ("the Contemporaneous Transfer") of even date with this deed intended to be executed contemporaneously with this deed and made between (1) Mrs. Jackson and (2) the First Party Mrs. Jackson intends to transfer the Second Property to the First Party

2. Conveyance of the first property

In consideration of the transfer of the Second Property to the First Party by the Contemporaneous Transfer the First Party with full title guarantee conveys to the Second Party **ALL THAT** piece or parcel of land ~~situate~~ on the north-west side of and having a frontage of fourteen feet four inches or thereabouts to Stanley Road in the Parish of Wick in the County of West Sussex which said piece of land is for the purposes of identification only delineated on the plan annexed to a Conveyance made the 4th day of November 1938 between Seaview Estates Development Company Limited (1) Stanley Albert Gregory and Hubert Victor Dudley (2) and Laurence Frederick Curtis Potter and Beatrice Jane Potter (3) ("the Conveyance") and

ereon coloured pink the walls and fences on the east and north sides of such piece of land belonging to
e property **TOGETHER** with the dwellinghouse erected thereon and known as number 57 Stanley Road
AND TOGETHER ALSO with the appurtenances (if any) but not including any easement or implied
sement of light or air over the adjoining land now or formerly belonging to the said Seaview Estates
velopment Company Limited or the said Stanley Albert Gregory or the said Hubert Victor Dudeney **TO**
OLD the same unto the purchase in fee simple as beneficial joint tenants subject to the restrictions and
ulations set out in the First Schedule to the Conveyance so far as the same is still subsisting and capable
eing enforced and affect the property hereby conveyed

WITNESS whereof the parties hereto have hereunto signed this instrument as a deed the day and year
before written

NED as a Deed by the said)
PCADRETT)
of:)

[Redacted signature]

Y J PITT
Movie
ch Road
Linnhampton
West Sussex
BN17 5HZ

[Redacted signature]

E. J. Moore
15 Beach Road
Linnhampton
West Sussex
BN17 5HZ

ED as a Deed by the said-))
of:)

[Redacted signature]

[Redacted signature]

*It is hereby certified that the transaction
hereby effected does not form part of a
larger transaction or series of transactions
in respect of which the amount or value or
the aggregate amount or value of the
consideration exceeds £250,000*

