Planning Application Reference:	**LU/219/11/**
Document Type:	**Section 106 agreement**
Date of Agreement:	**15th 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

[redacted]

Dated: 15th Oct 2011

Between:

[1] H E Piggott and A E Wright [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 27-29B Surrey Street Littlehampton
West Sussex

To pay affordable housing contribution of £3752 .00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON
Reference: LU/219/11

1. THIS DEED is by undertaking and is dated _____ 18th Oct 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	[redacted]
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 WSX 265768 of land at 27-29B Surrey 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/219/11 for erection of two 3 bedroom town 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 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 Occupation of the Development for any purposes of the Planning Permission	£3752 .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 = 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 or the Applicant 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 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 MR PIGGOTT + MR WRIGHT
2. Land at: 27/29B SURREY STR, LITTLEHAMPTON
3. Agreement dated: 15/10/2011
4. Planning application reference number [*where applicable*] LU/219/11
5. Obligation in Agreement

[a]	Clause No.	
[b]	Clause No	
[c]	Contribution towards affordable housing	£3752
[d]	Amount of contribution	PAID £3752
[e]	Date upon which contribution is due	PAYMENT FULLY MADE 3/10/11
[f]	Amount of contribution enclosed	N/A
[g]	Amount of monitoring sum	PAID £450

[redacted]

SIGNED AS A DEED BY
THE OWNERS IN THE
PRESENCE OF

[redacted]

SIGNED AS A DEED BY THE MORTGAGEE IN THE PRESENCE OF :-

NOT APPLICABLE

Land Registry
Portsmouth Office

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 showing the then position, please apply using form OC1 (available from us, our website and from law stationers). A fee is payable for each copy issued.

If we need to write to, or send a formal notice to, an owner or other party who has an interest noted on the register, we will write to them at the address shown on the register. It is important that this address is correct and up to date. If you have such an address but wish to change it, please let us know as soon as possible, quoting the title number.

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
Portsmouth Office
St Andrews Court
St Michaels Road
Portsmouth
Hants PO1 2JH

DX 83550 Portsmouth 2

[redacted]

ARUN DISTRICT COUNCIL LU/219/11/

Land Registry

Official copy of register of title

Title number WSX267568 : Edition date 17.12.2007

- This official copy shows the entries in the register of title on 17 December 2007 at 14:25:40.
- 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 17 December 2007.
- 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 Portsmouth Office.

A: Property register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

1 (21.10.2002) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at the rear of 27 Surrey Street, Littlehampton.

2 (21.10.2002) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title dated 23 September 2002 made between (1) Elizabeth Irene Mold and Margaret Ann Willmott (Transferors) and (2) Harold Ebenezer Piggott and Anthony Edward Wright (Transferees):-

"There is excepted and reserved to the Transferors and their successors in title owners for the time being of the land shown edged blue on the plan a right to enter on the land hereby transferred for the purpose only of repairing and maintaining any walls or structures forming part of the land edged blue.

The transferors hereby grant to the Transferees and their successors in title owners for the time being of the land hereby transferred or any part thereof;

1. a right of way at all times and for all purposes with or without motor vehicles over and along the piece of land coloured green on the said plan subject to the transferees contributing a fair proportion of the costs of maintenance and of the repair and upkeep of the said roadway

2. the right of free and uninterrupted passage of the gas, water and other pipes and electric and other wires, flues and drains that are now laid in

ARUN DISTRICT COUNCIL LU/219/11/

A: Property register continued

and through the Transferors' land for the purpose of obtaining services for the land hereby transferred"

NOTE: The land edged blue referred to is reproduced on the filed plan. The land coloured green referred to is tinted brown on the filed plan.

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 (21.10.2002) PROPRIETOR: HAROLD EBENEZER PIGGOTT of The White House, Mill Lane, Ashington, West Sussex and ANTHONY EDWARD WRIGHT of 35 Crossways Avenue, East Grinstead, West Sussex.

2 (21.10.2002) The price stated to have been paid on 23 September 2002 was £25,000.

3 (21.10.2002) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.

C: Charges register

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

1 (23.11.2007) The land is subject to the rights granted by a Deed of Grant dated 15 October 2007 made between (1) Harold Ebenezer Piggott and Anthony Edward Wright and (2) Athony Edward Wright and Josephine Wright.

NOTE: Copy filed under WSX129848.

2 (17.12.2007) The land is subject to the rights granted by a Deed dated 15 October 2007 made between (1) Harold Ebenezer Piggott and Anthony Edward Wright and (2) Harold E Piggott Limited.

NOTE: Copy filed under WSX68522.

End of register

ARUN DISTRICT COUNCIL LU/219/11/

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of

: 2002

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Register.

TITLE NUMBER

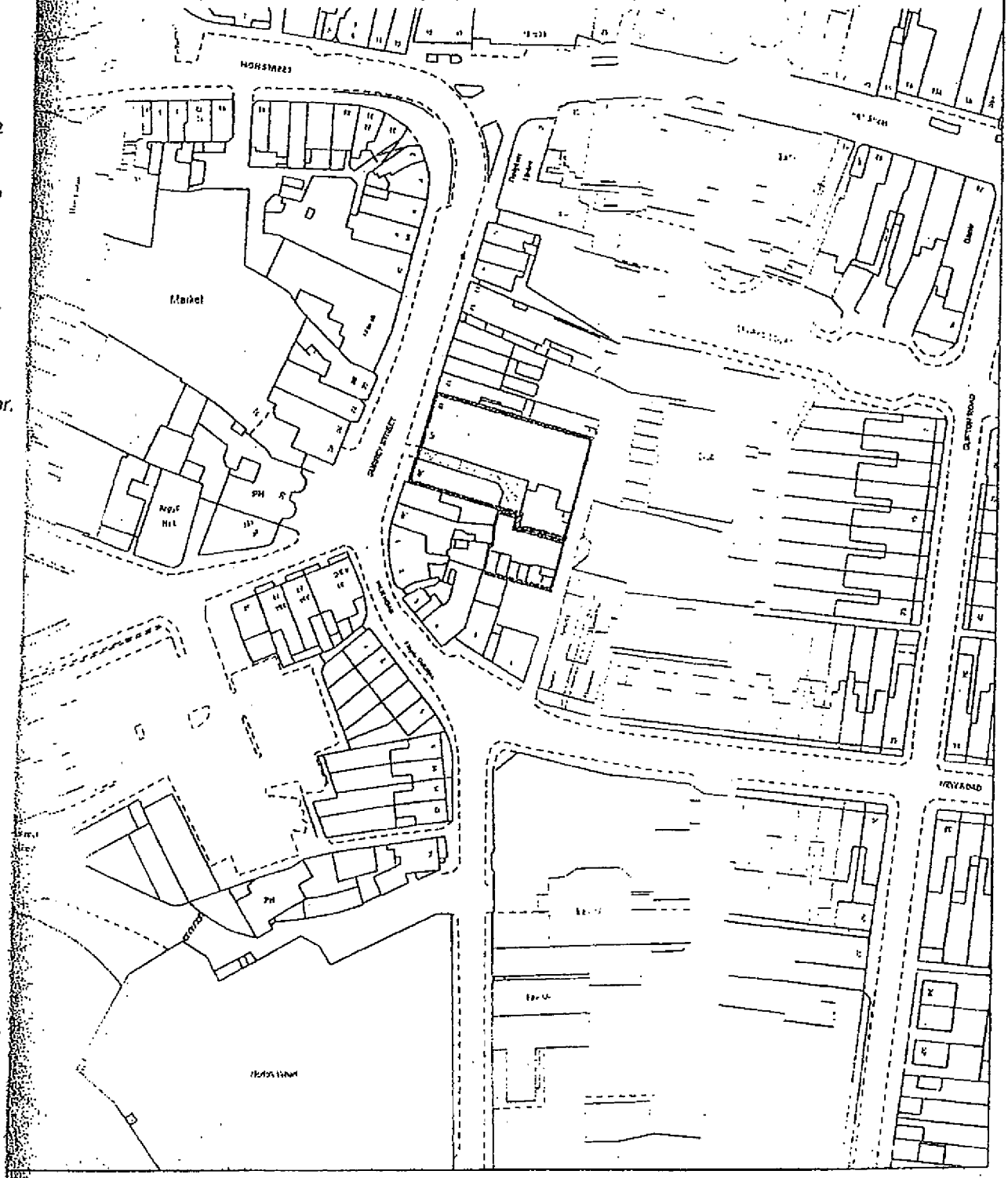
WSX267568

WEST SUSSEX : ARUN

ORDNANCE SURVEY MAP REFERENCE: TQ0202SE

SCALE 1:1250

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H.M. LAND REGISTRY RM 01/2003

Page

ARUN DISTRICT COUNCIL LU/219/11/