Dated: __12th March__2014

Between:

[1] RP Overington and ML Scholey [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 18 Norfolk Road Littlehampton
West Sussex BN17 5PN

Affordable housing contribution of £1104

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

ARUN DISTRICT COUNCIL LU/226/13/

1. **THIS DEED** is by undertaking and is dated _____**12th March** 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 Patrick Overington and Michelle Linda Scholey both of 8 Parkside Avenue Littlehampton West Sussex BN17 6BS
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 WSX92640 of land at 18 Norfolk Road Littlehampton West Sussex ("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: yet to be assigned for residential development comprising:-1 bed 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 Planning Application is 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	£1104	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

ARUN DISTRICT COUNCIL LU/226/13/

[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	£150	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

ARUN DISTRICT COUNCIL LU/226/13/

SIGNED AS A DEED BY [redacted] ROBERT OVERINGTON

THE OWNER IN THE
PRES[redacted]

ANDREW SUTCLIFF

NAME
ADDRESS
OCCUPATION

11 CROSSBUSH ROAD, BOGNOR REGIS PO227LS
CHARTERED BUILDING ENGINEER

SIGNED AS A DEED BY [redacted], Michelle Scholey.

THE SECOND [redacted]HE
PRESENCE O[redacted]

ANDREW SUTCLIFF

NAME
ADDRESS
OCCUPATION

11 CROSSBUSH ROAD, BOGNOR REGIS PO227LS
CHARTERED BUILDING ENGINEER

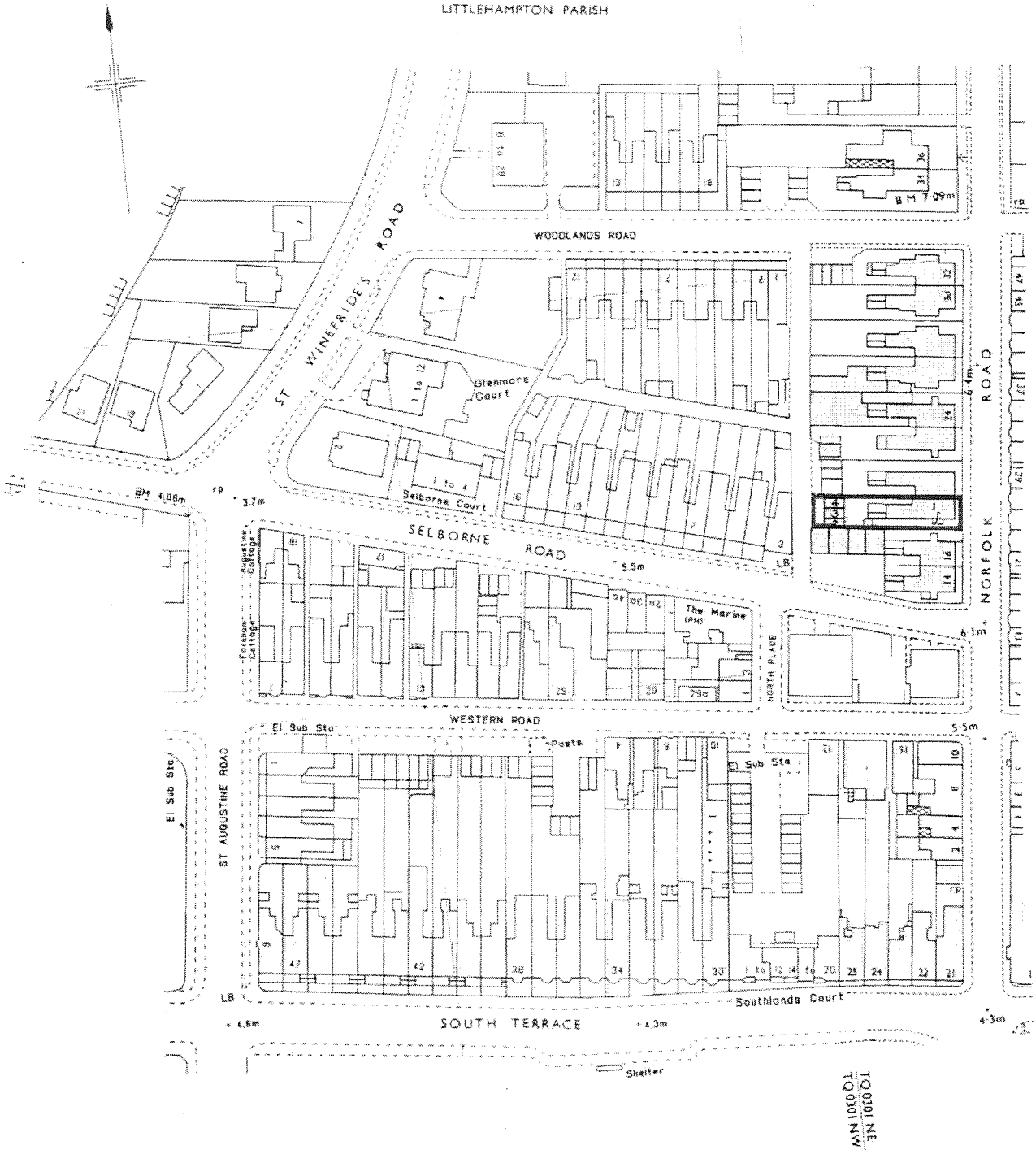
THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

ARUN DISTRICT COUNCIL LU/226/13/

H.M. LAND REGISTRY

		TITLE NUMBER	
		WSX 92640	
ORDNANCE SURVEY PLAN REFERENCE	TQ 0301	SECTION A	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN		© Crown copyright 1980

LITTLEHAMPTON PARISH



FILED PLAN H.M. LAND REGISTRY 9/85

This official copy is incomplete without the preceding notes page.

ARUN DISTRICT COUNCIL LU/226/13/

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.

This official copy is issued on 10 December 2013 shows the state of this title plan on 10 December 2013 at 11:43:40. 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 *19 - Title Plans and Boundaries.*

This title is dealt with by the Land Registry, Durham Office .

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ARUN DISTRICT COUNCIL LU/226/13/

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.

ARUN DISTRICT COUNCIL LU/226/13/

Land Registry

Official copy of register of title

Title number WSX92640 | Edition date 15.01.2007

- This official copy shows the entries on the register of title on 10 DEC 2013 at 11:43:40.
- 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 10 Dec 2013.
- 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 (18.07.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 18 Norfolk Road, Littlehampton (BN17 5PN).

2 The land has the benefit of the following rights granted by but is subject to the following rights contained in the Conveyance dated 20 January 1936 referred to in the Charges Register:-

"TOGETHER ALSO with full right of way along the said Roadway on the west coloured brown in the said plan Subject to the payment of a fair proportion in common with the neighbouring occupiers and owners of the expense of keeping the same in repair AND TOGETHER ALSO with and subject to all such other rights easements or quasi easements (if any) as are now enjoyed by the property hereby conveyed and the adjoining properties as if the said property and the adjoining properties belonging to the Vendor had belonged to different owners and had acquired such rights easements or quasi easements by prescription."

NOTE:-The land coloured brown referred to above is that part of the passageway leading to the rear of the property into Selborne Road.

3 The Conveyance dated 20 January 1936 referred to above also contains the following provisions:-

"the walls on the north and south sides being party walls."

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

ARUN DISTRICT COUNCIL LU/226/13/

B: Proprietorship Register continued

1 (15.01.2007) PROPRIETOR: ROBERT PATRICK OVERINGTON and MICHELLE LINDA SCHOLEY of 8 Parkside Avenue, Littlehampton, West Sussex BN17 6BS.

2 (15.01.2007) The price stated to have been paid on 14 December 2006 was £15,000.

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 20 January 1936 made between (1) The Most Noble Bernard Marmaduke Duke of Norfolk (Vendor) (2) The Right Honourable Edmund Bernard Viscount Fitz Alan of Derwent K.C. and others (3) The Most Noble Gwendolen Mary Duchess of Norfolk and Baroness Herries and The Public Trustee and (4) Eleanor Gwladys Hayes (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 A Conveyance of the land in this title dated 25 March 1949 made between (1) Burghley Trust Limited (Company) and (2) Ivy Ellen Churchman (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 The parts of the land affected thereby are subject to the leases set out in the schedule of leases annexed.

4 The land is subject to such rights of way on foot only over the common pathway, entrance hall, staircases and passages and with vehicles over the garage forecourts, rights to hang clothes on clothes line in rear garden and rights to maintain a dustbin, and rights of drainage and passage of water, gas and electricity and support and other rights as are granted by the leases specified in the schedule annexed.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 20 January 1936 referred to in the Charges Register:-

"FOR the benefit of the Norfolk Estate at Littlehampton aforesaid or the part thereof for the time being remaining unsold and/or Arundel Castle and so as to bind the property hereby conveyed the Purchaser hereby covenants with the Vendor that the Purchaser and the persons deriving title under her will at all times hereafter observe and perform the restrictions and stipulations set out in the First Schedule hereto PROVIDED ALWAYS that the Purchaser or other the owner or owners for the time being of the property hereby conveyed shall be liable only in respect of breaches which occur while she or they respectively shall be the owner or owners of the land or the part thereof in respect of which any breach occurs PROVIDED ALSO that the Vendor or his successors in title owner or owners for the time being of the Norfolk Estates at Littlehampton aforesaid or the part thereof for the time being remaining unsold or otherwise undisposed of and/or of Arundel Castle may at the request of the Purchaser or the persons deriving title under her release or vary any of the aforesaid restrictions and stipulations and so that nothing herein contained shall operate to impose any restrictions on the manner in which the Vendor or the persons deriving title under him may deal with the whole or any part of the said estate for the time being remaining unsold or undisposed of.

THE FIRST SCHEDULE above referred to

1. NO messuage other than the messuage now standing on the land shall be erected on the land hereby conveyed or any part thereof and the messuage and all buildings to be erected on the land shall be kept in substantial repair No building shall be erected and the elevation of the existing messuage and buildings shall not be altered until the plans of such building or alteration have been submitted to and approved by the Vendor or his Agent for the time being but such approval shall not be unreasonably withheld

2. IN case the messuage and buildings or any part thereof shall be

ARUN DISTRICT COUNCIL LU/226/13/

Schedule of restrictive covenants continued

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 shall be rebuilt or reinstated within twelve months thereafter as near as may be to the former elevation according to plans to be submitted to and approved by and to the satisfaction of the Vendor or his Agent for the time being but such approval shall not be unreasonably withheld

3.(a) No trade manufacture or business of a noisome noxious or offensive character shall be carried on upon the premises.

(b) NO building on the premises shall be used as a public or private lunatic asylum or for the residence or any person or persons of unsound mind or for a convalescent home hotel public house or beershop or for a licensed public refreshment house or for a public garage or oil or petrol station.

(c) NO shows booths swings roundabouts or hoarding nor any advertising station or advertisement (except advertisements relating to the business carried on shall be erected made placed or used or be allowed to remain upon the land or any part thereof nor shall the same be used as a parking ground nor for the storage of rubbish or building material oil or petrol

4. In all cases of difference arising under these stipulations or provisions respectively the question in difference shall be referred to a single arbitrator in case the parties can agree upon one otherwise to two arbitrators one to be appointed by each party and in either case in accordance with and subject to the provisions in that behalf of the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force.

5. In these stipulations the expression "the Vendor" includes the person or persons deriving title under him owner or owners for the time being of the Norfolk Estate at Littlehampton or the part thereof for the time being unsold and/or of Arundel Castle."

2 The following are details of the covenants contained in the Conveyance dated 25 March 1949 referred to in the Charges Register:-

"FOR the benefit and to protect the remainder of the Company's Littlehampton Estate and every part thereof and so as to bind the property hereby conveyed into whosesoever hands the same may come the Purchaser for herself and her successors in title covenants with the Company and its successors in title the owner or owners for the time being of the remainder of the Company's estate at Littlehampton and each part thereof that the Purchaer and the persons deriving title under the Purchaser will not sell or permit the sale of any intoxicating liquors or other alcoholic refreshments on the property hereby conveyed whether for consumption on or off the premises PROVIDED ALWAYS that the Purchaser or other the owners or owner for the time being of the property hereby conveyed shall be liable only in respect of breaches which occur while they shall be the owners or owner of the land or the part thereof in respect of which any breach occurs"

Schedule of notices of leases

1	18.7.1985 1 (part of):4	Flat 3, second floor flat, 18 Norfolk Road:Garage	2.8.1979 99 years from 29.9.1978	WSX35748
2	18.7.1985 1 (part of):3	Flat 1 Ground floor Flat 18 Norfolk Road:Garage	15.12.1980 99 years from 29.9.1978	WSX59711
3	18.7.1985 1 (part of):3	Flat 2 First floor Flat 18 Norfolk Road, Garage	16.12.1983 99 years from 29.9.1978	WSX78400

End of register

ARUN DISTRICT COUNCIL LU/226/13/