

Please use this Form if your planning application is for between 1 to 6 houses

Dated 26/05/2013

[1] The Owner: MR C CERINI, FLINT ACRE, TODDINGTON LANE,
LITTLEHAMPTON BN17 7PP

[2] The Mortgagee:

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at

FLINT ACRE, TODDINGTON LANE, LITTLEHAMPTON, BN17 7PP

Planning Application Ref: LU/42/13
Contributions for Affordable Housing of £2,208
Monitoring Fee £150.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

THIS UNILATERAL UNDERTAKING is given this

26 MARCH 2013

By MR C CELINI

OF FLINT ACRE, TODDINATON LANE, LITTLEHAMPTON BN17 7PP

("the Owner") IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF with the agreement and consent of :-

("The Mortgagee")

1. Background

- 1.1 The Owner is the freehold owner of the Land.
- 1.2 Arun District Council is the local planning authority for the purposes of this Deed for the area within which the Land is situated
- 1.3 The Owner has applied or intends to apply to the Council for planning permission to develop the Land
- 1.4 The Council has not determined the Application
- 1.5 In order to secure the best use of land and a properly planned environment the Owner is desirous of binding the Land in the terms set out hereinafter and the Mortgagee agrees to join in this Deed and for the Land to be bound by its terms

2. Definitions

In this Undertaking

- 2.1 Any reference to a clause is to one in this Deed and the headings of clauses are for ease of reference and do not form part of this Deed
- 2.2 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it
- 2.3 'The Act' means the Town and Country Planning Act 1990 (as amended)

2.4 'Application' means the planning application submitted or to be submitted by the Owner seeking planning permission to develop the Land by building houses in the manner described in the Application

2.5 "Affordable Housing Contribution" means the sum of £2,208 for the purpose of providing or helping to provide Affordable Housing as defined within Annex 2 The Glossary to The National Planning Policy Framework within the whole of the Arun District

2.6 Land' means the land at ^{PT 3. FLINT ACRE, TODDINGTON LANE, LITTLEHAMPTON BN17 7PP} shown edged black on the attached Plan.

2.7 "Development" means the development authorised by the Planning Permission issued pursuant to the Application

3. Enabling Provisions

3.1 This Unilateral Undertaking:

3.1.1 is given by the Owner to the Council

3.1.2 is made pursuant to the provisions of S106 of the Act

3.1.3 is a planning obligation for the purposes of that S106 of the Act

3.1.4 is given with the intent to bind the Owner's interest in the Land

3.1.5 shall be enforceable by the Council as local planning authority

3.1.6 is executed by the Owner as a Deed

4. Commencement

The provisions of this Deed shall take effect on the completion of this Deed of undertaking by the Owner

5. Contributions

The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development to be authorised by any Planning Permission issued pursuant to the Application

6. Monitoring and Implementation Costs

6.1 The Owner and the Applicant undertakes with the Council to :-

- [a] pay in addition to the above Contribution
- [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
The Council	On Commencement of the Development	£150	ADC Monitoring of compliance with the Deed and subsequent expenditure of the Contribution Sum by the Council

6.2 For the avoidance of doubt the Council 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 the Council 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. Registration of this Unilateral Undertaking

The Owner acknowledges that this Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

8. Costs

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

9. Mortgagee Consent Clause

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent to the intent that planning obligations shall be binding over the Land and that the security of the Mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall only be liable for any breach whilst mortgagee in possession and shall not be liable itself for any pre-existing breach.

9. Mortgagee Consent Clause

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent to the intent that planning obligations shall be binding over the Land and that the security of the Mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall only be liable for any breach whilst mortgagee in possession and shall not be liable itself for any pre-existing breach.

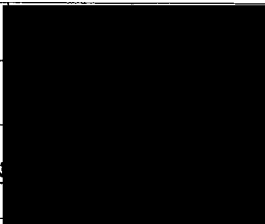
9. Mortgage Consent Clause

The Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms

10. Miscellaneous

- 10.1 This Deed may at the absolute discretion of the Council be applied to the Development as authorised by the Planning Permission or as varied or renewed or re submitted from time to time provided always in each of these cases that the sum of the Affordable Housing Contribution remains unchanged. The application of this Deed to any other Planning Permissions shall be recorded on those Planning Permissions by an "Informative" note.
- 10.2 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.

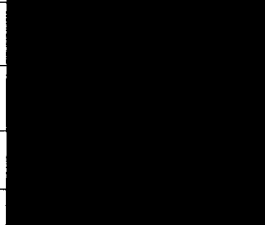
SIGNED as a DEED

By THE OWNER/S in the presence of	MRC CELINI	
Name	MRS. CAROL WINES	
Address	KENWYN, ANTON LANE MIDDLETON-ON-SEA, BOGNOR REGIS POZZEN	
Occupation	HOUSEWIFE - RETIRED	

By THE OWNER/S in the presence of	MS LUCY CELINI	
Name	KAREN PRINZED	
Address	Woolven House, Daffens Lane Box 4 EN	
Occupation	Director - MRC	

SIGNED as a DEED

By authority of the board of Directors

By THE MORTGAGEE in the presence of		
Name	HEIDI TOOTE	
Address		
Occupation		

The Seal of the National Building Society
is here to affirm by order of the Board or
Directors in the presence of

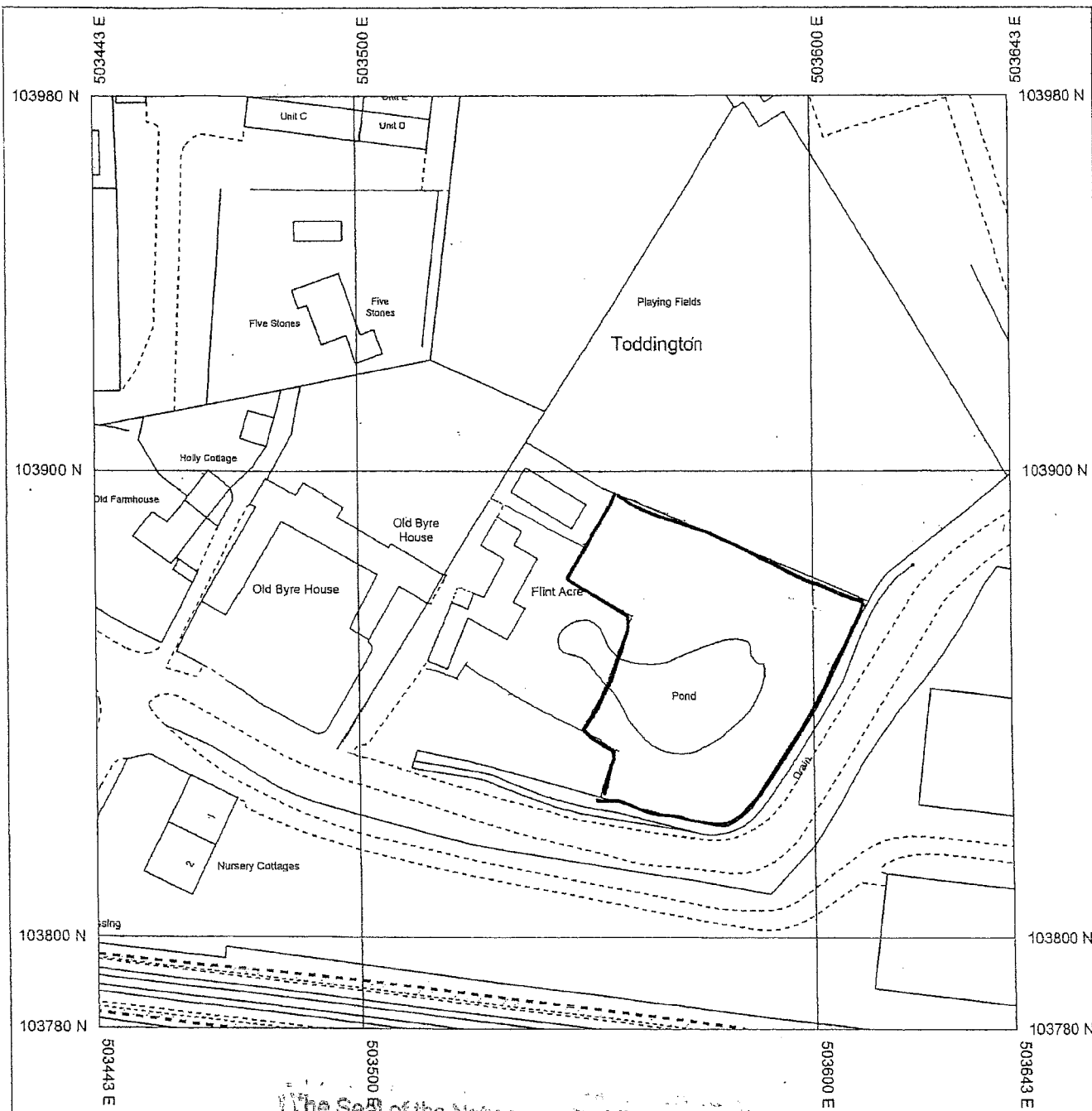
Mapping
sourced from



Ordnance
Survey



Location Map



The Seal of the Nationwide Building Society
is here to affixed by order of the Board of
Directors in the presence of

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The representation of features as lines is no evidence
of a property boundary.



Scale 1:1250

Supplied By: **National Map Centre Herts**

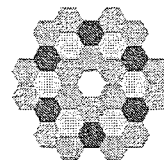
Serial number: 001083604

Plot Centre Coordinates: 503543, 103880

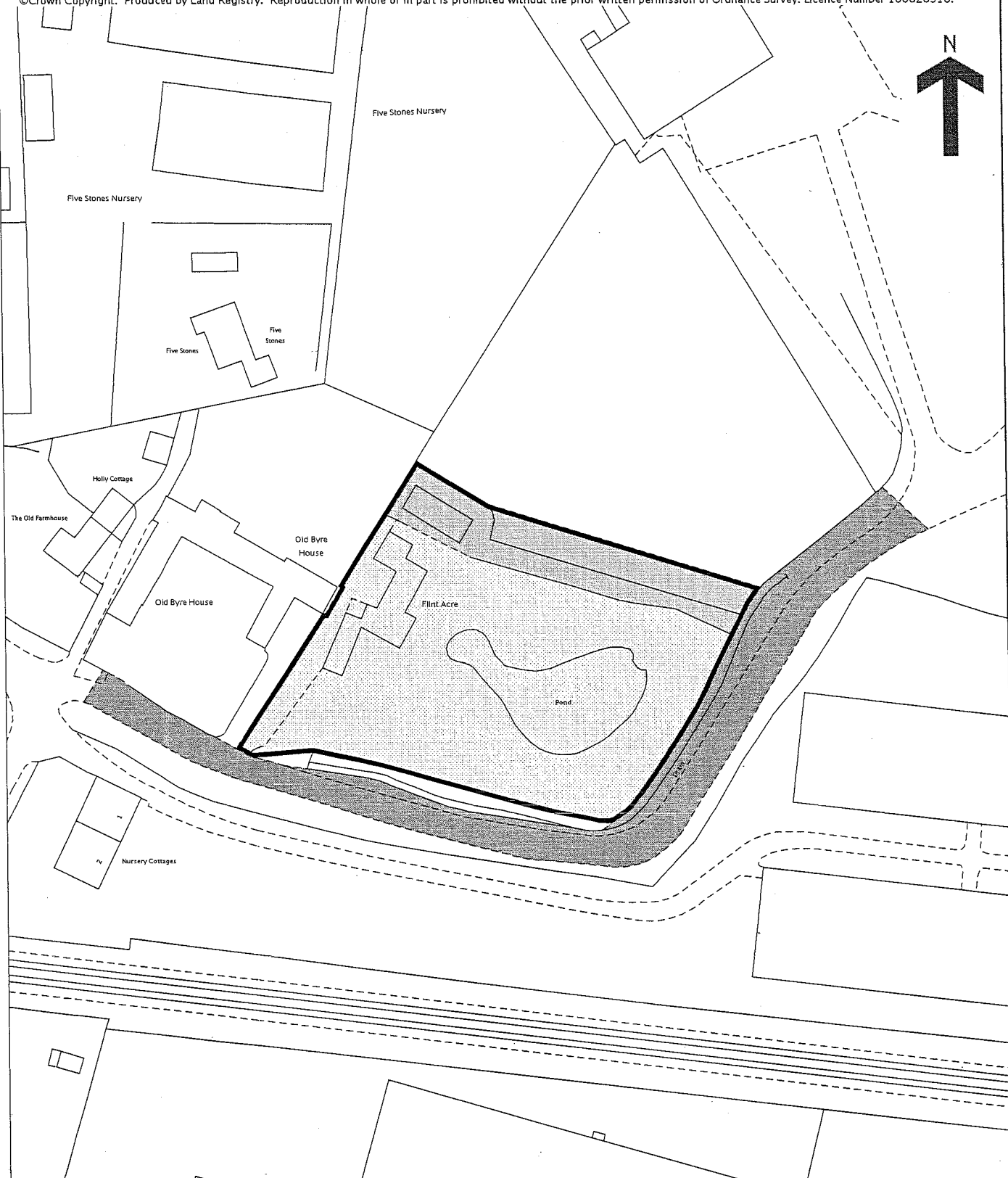
Littlehampton
BN17 7PP

Land Registry Official copy of title plan

Title number **WSX311430**
Ordnance Survey map reference **TQ0303NE**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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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.

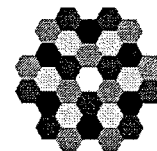
If any mapping work in respect of any pending application(s) has been completed, additional references, which are not referred to in the register of title, may appear on the title plan or be referred to in the certificate of inspection in form CI. References may also have been amended by, or not be shown on the title plan, where these are being removed as a result of a pending application(s).

This official copy is issued on 15 April 2013 shows the state of this title plan on 15 April 2013 at 12:11:36. 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 .

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.



Official copy of register of title

Title number WSX311430

Edition date 25.09.2008

- This official copy shows the entries on the register of title on 15 APR 2013 at 12:11:36.
- 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 15 Apr 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 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being LAND ADJOINING Flintacre, Toddington Lane, Wick, Littlehampton (BN17 7PN).
- 2 The land tinted pink on the title plan has the benefit of the following rights granted by the Conveyance dated 28 September 1956 referred to in the Charges Register:-

TOGETHER in respect of all the property hereby conveyed with all such rights easements quasi-easements profits a prendre and privileges (if any) over upon or in respect of any adjoining or neighbouring property now or formerly belonging to the Vendors as were or are usually enjoyed by or in respect of any part of the land hereby assured.

- 3 A Conveyance of the land tinted pink on the title plan and other land dated 30 June 1971 made between (1) Tufnell David Burchell and (2) van Heyningen Brothers Limited (Purchaser) is expressed to grant the following rights. These rights are included in the registration only to the extent that they are legal and not equitable rights.

The right for the Purchaser and its successors in title owners and occupiers of Toddington Farm (in common with the said Michael Dennis Wiggins owners and occupiers for the time being of Toddington Farm House conveyed by the said Conveyance dated 23 May 1966 and his successors in title and all other persons for the time being having the like right) at all times and for all purposes with or without horses carts and other vehicles mechanically propelled or otherwise to pass and repass and to drive sheep cattle and other animals over and along the road coloured blue on the said plan which said road leads from Toddington Lane along the western side of that part of Ordnance Survey Field 130 hereby conveyed AND ALSO TOGETHER with the right for the Purchaser and its successors in title in fee simple incident to the ownership or occupation of the land hereby conveyed the right in common with the said Michael Denis Wiggins and all other persons lawfully entitled thereto to use the sewers drains and watercourses now in or

A: Property Register continued

upon the said road coloured blue on the said plan and freely to run and pass water and soil through and along the same or any of them and all such sewers drains and watercourses shall be repaired and maintained in accordance with the extent of the user thereof by the parties to the said Conveyance dated 23 May 1966 and their successors in title.

NOTE: The road coloured blue referred to was not shown on the copy plan supplied on first registration.

- 4 The land tinted pink on the title plan has the benefit of the following rights granted by the Conveyance dated 21 September 1972 referred to in the Charges Register:-

"TOGETHER with and subject to all such rights easements and quasi-easements if any as are now enjoyed by the land hereby conveyed and the adjoining land hereby conveyed and the adjoining land as if the said land and adjoining land had belonged to different owners and had acquired such rights easements and quasi-easements by prescription."

- 5 (05.06.2006) The land tinted pink on the title plan has the benefit of the following rights granted by a Conveyance thereof dated 17 February 1978 made between (1) Harry James Walden and (2) Anthony Patrick Mitchell and Marcia Ann Mitchell:-

"TOGETHER with a right of way for all purposes (in common with all others entitled or to become entitled thereto) over and along that part of Toddington Lane shown coloured brown on the said plan subject to the payment of a due contribution to the cost of repairing and maintaining the same"

NOTE: Copy plan filed under WSX21285.

- 6 The land tinted blue on the title plan has the benefit of the following rights granted by a Deed dated 29 February 1984 made between (1) Van Heyningen Bros. Limited (Vendor) (2) Barclays Bank PLC and (3) Anthony Patrick Mitchell (Purchaser):-

"the Vendor with the consent of the Bank HEREBY GRANTS unto the Purchaser ALL THAT the right for the Purchaser and his successors in title owners or occupiers for the time being of the said land edged red on the said plan and his and their tenants and servants and all other persons authorised by him or them in common with the Vendor and its successors in title and others entitled thereto at all times hereafter and for all purposes to pass with or without vehicles or animals over and along the said way shown coloured brown on the said plan TO HOLD unto the Purchaser in fee simple as appurtenant to the said land edged red."

NOTE: The land coloured brown referred to is tinted brown on the title plan. The land edged red referred to includes the land tinted blue on the title 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 (26.07.2007) PROPRIETOR: CARLO JOSEPH CELINI and LUCY CELINI of Flintacre, Toddington Lane, Wick, Littlehampton, West Sussex BN17 7PN.
- 2 (26.07.2007) The value as at 26 July 2007 was stated to be between £500,000 and £1,000,000.
- 3 (26.07.2007) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

Title number WSX311430

C: Charges Register

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

1 The land tinted blue on the title plan is subject to such restrictive covenants as may have been imposed thereon before 28 September 1956 and are still subsisting and capable of being enforced.

2 By a Conveyance dated 28 September 1956 made between (1) Moorgate Investment Trust Limited (Vendor) (2) Philip Frederick Allday and Edward Randolph Footring (3) Ortem Estates Limited and (4) Tufnell David Burchell the land tinted pink on the title plan together with other land was conveyed

Subject to the restrictive covenants (if any) contained in the Deeds whereby any portion or portions of the Littlehampton Estate has or have been sold by the Vendor or its predecessors in title and which contain restrictive covenants on the part of the Vendor or its predecessors in title so far as such covenants are still subsisting and are capable of being enforced.

Subject to all such rights easements quasi-easements profits a prendre and privileges (if any) over upon or in respect of all or any part of the lands hereby assured as were or are usually enjoyed by or in respect of any adjoining or neighbouring property now or formerly belonging to the Vendors or their predecessors in title

but no particulars of such covenants rights easements and quasi-easements etc., were produced on first registration.

3 The part of the land tinted pink on the title plan affected thereby is subject to the following right reserved by a Conveyance thereof and other land dated 21 September 1972 made between (1) Van Heyningen Brothers Limited (2) Barclays Bank Limited and (3) Harry James Walden:-

"EXCEPT AND RESERVED unto MICHAEL DENIS WIGGINS and JEAN WIGGINS and their successors in title to Toddington Farmhouse to use the cesspool on the northwest corner of the land hereby conveyed they paying a due and rateable contribution towards the cost of upkeep and maintenance thereof."

NOTE: The land conveyed referred to is the land tinted pink on the title plan and the adjoining land to the West thereof.

4 (26.07.2007) REGISTERED CHARGE dated 8 September 2006 affecting also title WSX311431.

5 (01.05.2008) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.

End of register