

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

Dated 7 June 2013

[1] The Owner: Alan Pendleton & Jacqueline Ann Pendleton

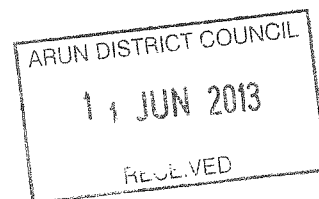
[2] The Mortgagee: N/A

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at 9
Main Drive, Middleton-on-Sea, PO22 7TN

Planning Application Ref: M24/13
Contributions for Affordable Housing of £6123
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 7th day of June 2012 2013

By Alan Pendleton and Jacqueline Ann Pendleton

Of Oakdene House, 44 Southdean Drive, Middleton-on-Sea, PO22 7TB

("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 :-

N/A

("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 £6123 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 9 Main Drive 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. Mortgage Consent Clause

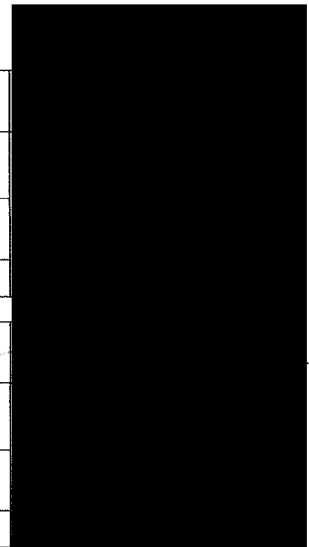
The Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms

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	Alan Pendleton
Name	Scott Gyngell
Address	7 Saxon Close, Wallingford, OX10 0SR
Occupation	Carpenter
By THE OWNER/S in the presence of	Jacqueline Ann
Name	Scott Gyngell
Address	7 Saxon Close, Wallingford, OX10 0SR
Occupation	Carpenter

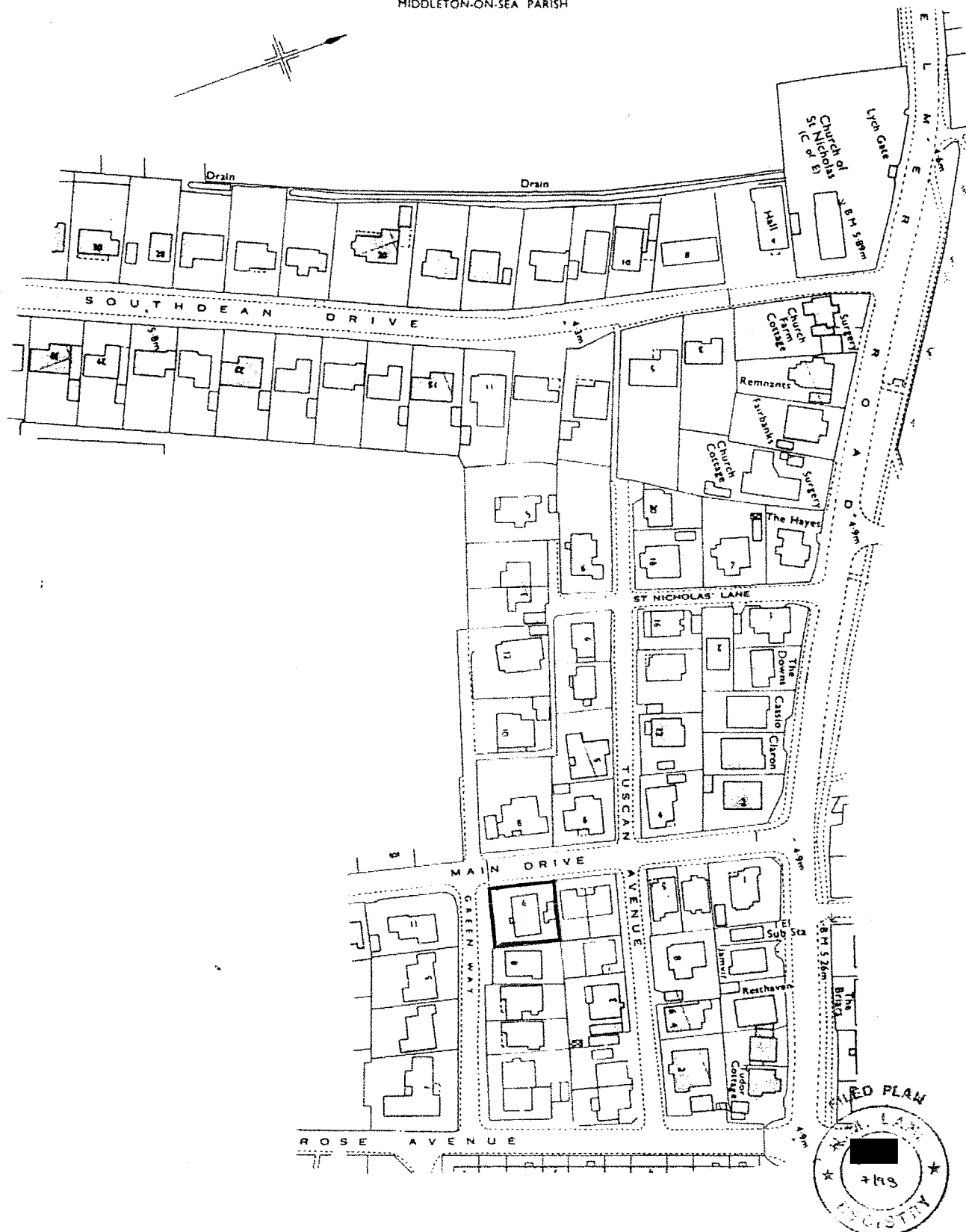


SIGNED as a DEED

By THE MORTGAGEE in the presence of	N/A	<i>signature</i>
Name		
Address		
Occupation		

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX222619	
ORDNANCE SURVEY PLAN REFERENCE	SU 9700	SECTION L	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1977	

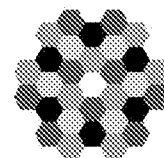
MIDDLETON-ON-SEA PARISH



This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 26 November 2009 at 14:14:44. 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

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 WSX222619

Edition date 08.07.2010

- This official copy shows the entries on the register of title on 13 JUN 2013 at 11:18:47.
- 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 Jun 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 (03.07.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 9 Main Drive, Bognor Regis (PO22 7TN).
- 2 (15.07.1998) The land has the benefit of the following rights granted by the Conveyance dated 12 November 1923 referred to in the Charges Register:-

"Together with the right in common with all other persons who may have like rights to use all common roads now or hereafter to be laid out on the land shown on the said plan or on the New City property and the sewers and drains and watercourses under or along any of the said first mentioned roads"

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 (08.07.2010) PROPRIETOR: ALAN PENDLETON and JACQUELINE PENDLETON of 9 Main Drive, Bognor Regis, West Sussex PO22 7TN.
- 2 (08.07.2010) The price stated to have been paid on 8 June 2010 was £214,000.

C: Charges Register

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

Title number WSX222619

- 1 (03.07.1998) A Conveyance of the land in this title dated 12 November 1923 made between (1) Sir Walter Aston Blount (Vendor) and (2) Rebecca Jane Fawssett (Purchaser) contains the following covenants:-

"THE Purchaser to the intent so far as to bind as far as practicable the hereditaments hereby assured into whosoever hands the same may come and for the protection of the land comprised in the said plan and the New City property but not so as to render the Purchaser liable in damages for any breach of covenant after he shall have parted with all interest in the premises hereby conveyed in respect of which such breach shall occur hereby covenants with the Vendor as follows:-

(a) That no dwelling house or other building shall be erected on the said plots of land hereby assured unless the plans drawings and elevations thereof shall have been previously submitted to and approved of in writing by the Vendor or the Owner or Owners for the time being of the New City Bognor or their respective heirs or assigns and without such consent as aforesaid no building or erection on the said premises shall be used for any other purpose than as a private dwellinghouse.

(b) That no act or thing shall be done on the said premises which shall or may be or become a nuisance damage annoyance or inconvenience to the Vendor or the Owners or occupiers of the land comprised in the said plan or of the New City Bognor or of any houses erected thereon."

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.

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 13 June 2013 shows the state of this title plan on 13 June 2013 at 11:18:47. 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 .

© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX 222619	
ORDNANCE SURVEY PLAN REFERENCE	SU 9700	SECTION L	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN		© Crown copyright 1977

MIDDLETON-ON-SEA PARISH

