

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

Dated 25th March 2012 3

[1] The Owner: Mr Frederick Elliott
Mrs Christina Anne Elliott

[2] The Mortgagee: None

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
14 Church Walk Pagham

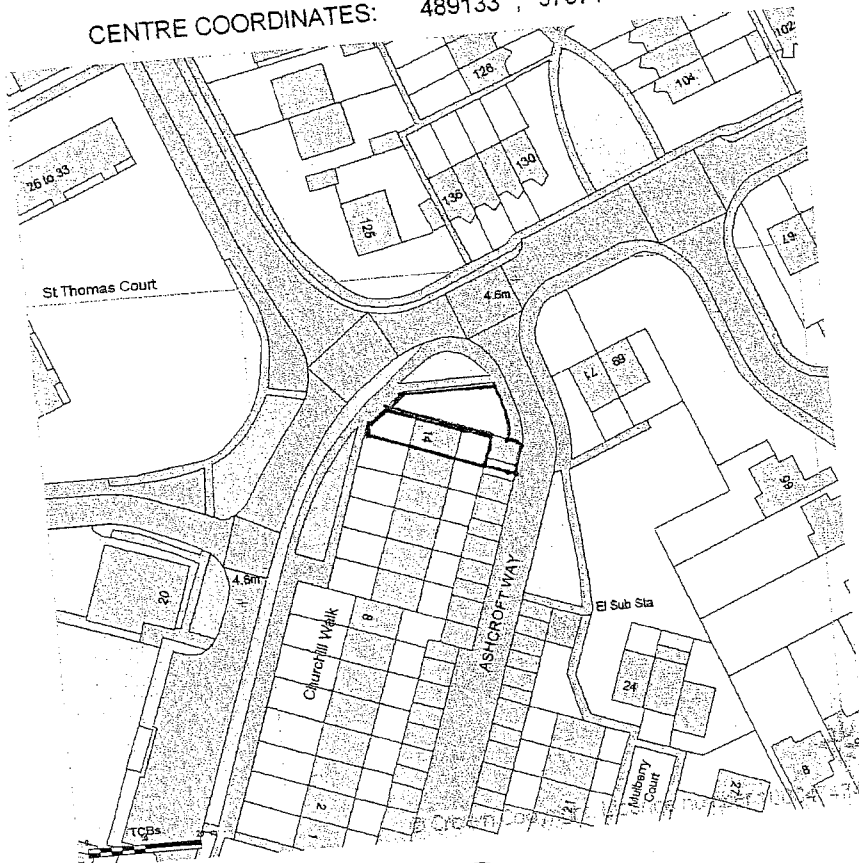
Planning Application Ref: P/28/13
Contributions for Affordable Housing of £ 6123
Monitoring Fee £150.00

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

Streetwise

Enabled by
OS Ordnance
Survey

AREA 2 HA
SCALE: 1:1250
CENTRE COORDINATES: 489133 , 97571



Supplied by Streetwise Maps Ltd
www.streetwise.net
Licence No: 100047474

THIS UNILATERAL UNDERTAKING is given this 25th March 2013
By FREDERICK ELLIOTT AND CHRISTINA ANNE ELLIOTT
Of 17 MANORWAY ADWICK PO 21 4HN

("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 £6,123 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 ^{14 CHURCH WALK PAGHAM} 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

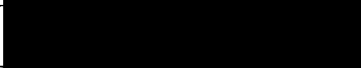
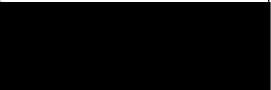
7. Registration of this Unilateral Undertaking

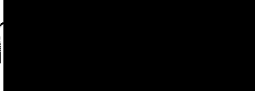
The Owner acknowledges that this Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

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

SIGNED as a DEED

By THE OWNER/S in the presence of		signature
Name	NATALIE HARRIS	
Address	4 DORSET ROAD, PO212DU	
Occupation	SHOP ASSISTANT	

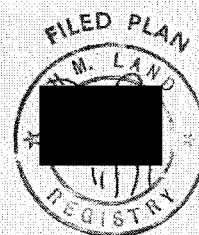
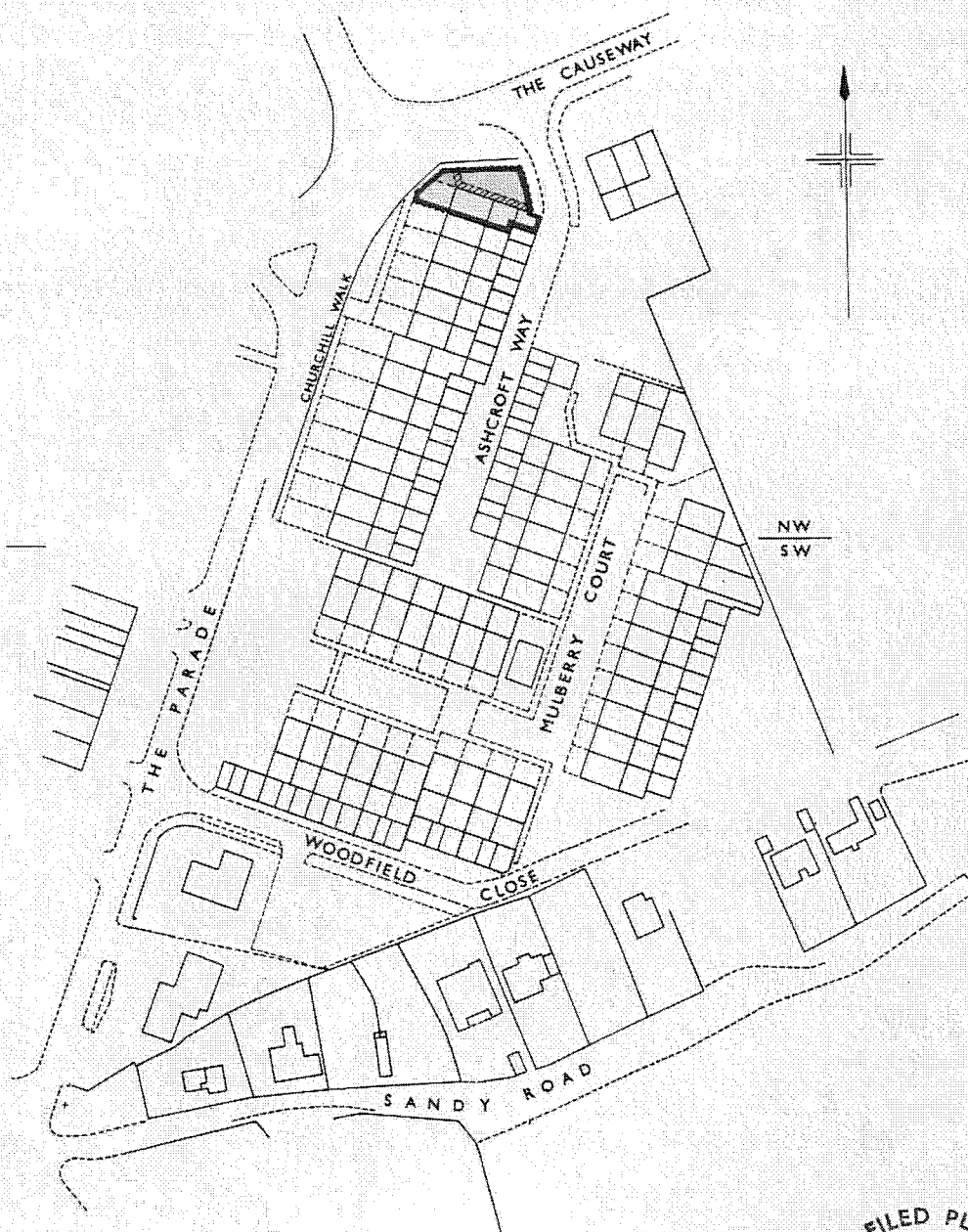
By THE OWNER/S in the presence of		signature
Name	NATALIE HARRIS	
Address	4 DORSET ROAD, PO212DU	
Occupation	SHOP ASSISTANT	

SIGNED as a DEED

By THE MORTGAGEE in the presence of	NO MORTGAGE	signature
Name		
Address		
Occupation		

H.M. LAND REGISTRY		TITLE NUMBER	
		SX 134150	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	~~SUSSEX~~ COUNTY OF WEST SUSSEX		SZ 8997
Scale: 1/1250		Crown Copyright 1967.	
ARUN DISTRICT			

PAGHAM PARISH



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.

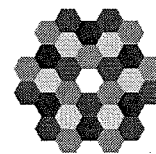
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

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 08 April 2013 shows the state of this title plan on 08 April 2013 at 11:24:34. 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.



Official copy of register of title

Title number SX134150

Edition date 07.11.2001

- This official copy shows the entries on the register of title on 08 APR 2013 at 11:24:34.
- 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 08 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 14 Churchill Walk, Pagham, Bognor Regis, (PO21 4TR).
- 2 The Transfer dated 7 September 1959 referred to in the Charges Register contains the following provision:-

"PROVIDED ALWAYS that the Purchaser and its successors in title shall not become entitled to any easement or right of light or air or other easement or right which would restrict or interfere with the free use of any adjoining or neighbouring land by the said Southern Consolidated Estates Limited or its successors in title for building or any other purpose."
- 3 A Transfer dated 21 October 1964 made between (1) Pagham Consolidated Estates Limited (Transferor) and (2) Kenbridge Limited (Transferee) contains the following provision:-

"It is hereby agreed and declared that the Transferee and the persons deriving title under it shall not by implication prescription or otherwise become entitled to any right of light or air or otherwise which would restrict or interfere with the free use of any adjoining or neighbouring land belonging to the Transferor for building or other purposes."
- 4 The land tinted pink on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 10 January 1966 referred to in the Charges Register.
- 5 The Transfer dated 10 January 1966 referred to above contains provisions as to light or air and boundary structures.
- 6 The land tinted blue on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 19 April 1971 referred to in the Charges Register.

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.

Title number SX134150

A: Property Register continued

- 7 The Transfer dated 19 April 1971 referred to above contains provisions as to light or air and boundary structures.

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 (07.11.2001) PROPRIETOR: FREDERICK JAMES ELLIOTT and CHRISTINA ANNE ELLIOTT of 14 Churchill Walk, Pagham, Bognor Regis, West Sussex PO21 4TR.
- 2 The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Transfer of other land dated 7 January 1937 made between (1) William Arthur Thornton (Vendor) by the direction of Eric James Bridgwater and Walter Henry Bridgwater and (2) Henty and Constable (Brewers) Limited (Purchasers) contains covenants by the Vendor details of which are set out in the Schedule of restrictive covenants hereto.
- 2 A Transfer of the land in this title and other land dated 21 December 1938 made between (1) William Arthur Thornton (Vendor) and (2) Eric James Bridgwater and Walter Henry Bridgwater (Purchasers) contains covenants.
- By a Deed dated 2 October 1963 made between (1) Rolf Thornton Ferro (Personal Representative) and (2) Pagham Consolidated Estates Limited (Company) the said covenants were expressed to be released. Details of the covenants and of the terms of the release are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land in this title and other land dated 16 August 1939 made between (1) Eric James Bridgwater and Walter Henry Bridgwater (Vendors) and (2) Southern Consolidated Estates Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 A Transfer of the land in this title and other land dated 7 September 1959 made between (1) Southern Consolidated Estates Limited and (2) Pagham Consolidated Estates Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 By a Deed dated 20 September 1965 and made between (1) Rolf Thornton Ferro (Personal Representative) and (2) Kenbridge Limited (Company) the covenants contained in the Transfer dated 21 December 1938 referred to above were expressed to be released. Details of the covenants and of the terms of the release are set out in the schedule of restrictive covenants hereto.
- 6 The parts of the land affected thereby are subject to the following rights granted by the Transfer of the site of an Electricity Sub Station to the South of the land in this title dated 14 October 1965 made between (1) Kenbridge Limited (The Company) and (2) The Southern Electricity Board (Board):-

"Rights of access and for laying and maintaining electricity cables in terms similar to those appearing in the Schedule hereto in respect of such sections of the Parade Pagham aforesaid as are comprised in the respective Title Nos. SX35913 and SX13421 above mentioned.

THE SCHEDULE above referred to

C: Charges Register continued

FULL RIGHT AND LIBERTY for the Board their servants workmen and others authorised by them to pass and repass at all times and for all purposes and with or without vehicles and equipment over and along the land shown coloured brown on the plan bound up within AND TOGETHER with the right for the Board their servants workmen and others authorised by them to lay and use and thereafter from time to time relay repair replace maintain and remove lines for the transmission and distribution of electricity and apparatus ancillary thereto under the said land coloured brown on the Drawing bound up within and the land shown coloured green thereon and for any of the said purposes to enter upon the same and to break up and excavate the surface thereof the Board in the exercise of the said rights causing as little damage and inconvenience as possible and making good with reasonable speed any damage so caused to the reasonable satisfaction of the Company."

NOTE:- The land coloured brown referred to does not fall within this title. The land coloured green referred to is hatched blue on the filed plan so far as it falls within this title.

- 7 A Transfer of the land tinted blue on the filed plan dated 10 January 1966 made between (1) Kenbridge Limited and (2) Fanny Fry contains restrictive covenants.

NOTE: Copy in Certificate. Original filed under SX74617.

- 8 A Transfer of the land tinted blue on the filed plan dated 19 April 1971 made between (1) Kenbridge Limited and (2) Fanny Fry contains restrictive covenants.

NOTE: Copy in Certificate.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the transfer dated 7 January 1937 referred to in the Charges Register:-

"The Vendor and the said Eric James Bridgwater and Walter Henry Bridgwater for themselves and the person or persons deriving title under them respectively and to the intent that this covenant shall be binding on the property hereinafter mentioned into whosoever hand the same may come but not so as to render the Vendor or the said Eric James Bridgwater and Walter Henry Bridgwater personally liable in damages for any breach thereof committed after he or they or each of them respectively shall have parted with their interest in the land in respect of which such breach shall occur hereby covenant with the Purchasers that they will not erect or allow to be erected any licensed premises on any other part of the Barton Farm Estate at Pagham of which the premises sold form part comprised in Titles Nos. SX3239, SX3361, SX3362, SX3363, SX3364, SX3365, SX3366, SX3367, SX3368, SX3369, SX4734 and SX4761 and in such part of Title P59910 as lies to the north east ward of the line A - B marked on the plan annexed hereto".

NOTE: The land in this title formed part of the said Barton Farm Estate referred to.

- 2 The following are details of the covenants contained in the transfer dated 21 December 1938 referred to in the Charges Register:-

"The Purchasers for themselves and the person or persons deriving title under them hereby covenant with the Vendor for the benefit of the remainder of the land comprised in Titles Nos. SX3239, SX3361, SX3362, SX3363 and P59910 and of other unregistered lands of the Vendor in the Parishes of Pagham Sidlesham and Selsey in the County of Sussex and so that this covenant shall run with the land and bind all persons into whosoever hands the same may come but not as to any restrictive covenant and stipulation of a negative character so as to make him or them personally liable after he or they shall have parted with possession of the land or any part thereof in respect of which the breach shall occur that the Purchasers and the person or persons deriving title under them will henceforth observe and perform the restrictions and stipulations set out in the First Schedule hereto And

Schedule of restrictive covenants continued

it is hereby declared that the Vendor reserves the right to sell or dispose of any land forming part of his said lands for the benefit of which this covenant is made either subject to or free from the said restrictions and stipulations or to vary same and also the right to waive vary or release the same in respect of any portion of the land hereby transferred.

THE SCHEDULE above referred to

1. THAT the said land shall be used and occupied only for the erection or properties appearing as private dwellinghouses at a minimum net cost in respect of each such house in materials and labour of construction only of £500 upon any portion of the land hereby transferred but this clause shall not affect the portions of the Estate which are scheduled by the Local Authority for the erection of shops.

2. THAT no clay earth gravel or shingle shall be dug or excavated except such as may be necessary for the construction of Roads and for laying the foundations of the houses to be erected thereon and for laying out ornamental gardens or tennis courts.

3. ALL buildings to be erected on the said land shall be substantial permanent buildings built of brick stone or concrete and the main roofs thereof shall be constructed with tiles thatch or slates but this stipulation may be varied with the written permission of the Vendor or his Surveyors.

4. THE Vendor reserves the right in respect of any portion of his estate for the time being remaining unsold or in respect of any portion of the property hereby transferred whether conveyed to the Purchasers or any other person or not to vary or withdraw all or any of the above mentioned stipulations and to lay out and otherwise deal with any portion of his said estate for the time being remaining unsold".

- 3 The following are details of the terms of the release contained in the Deed dated 2 October 1963 referred to in the Charges Register:-

The Personal Representative as personal representative of the Covenantor for himself and his successors in title hereby releases and discharges the Company and its successors in title to the registered land from the obligation of the said covenant AND ALSO from all actions costs expenses damages claims and demands whatsoever at Law and in Equity for or by reason or on account of the said covenant or any past breach or breaches thereof or for or by reason of any act matter or thing in anywise relating thereto.

NOTE: The said covenant is the covenant contained in the Transfer dated 21 December 1938 mentioned in the Charges Register and the Covenantor was William Arthur Thornton.

- 4 The following are details of the covenants contained in the Transfer dated 16 August 1939 referred to in the Charges Register:-

"The Purchaser hereby further covenants with the Vendors and those deriving title under them for the benefit of the lands in The Parade remaining vested in the Vendors that the Purchaser and those deriving title under it will not carry on or permit to be carried on upon any part of the land upon which business premises are permitted the trades or businesses of a dairyman, garage proprietor or petrol station."

- 5 The following are details of the covenants contained in the Transfer dated 7 September 1959 referred to in the Charges Register:-

"The Purchaser HEREBY COVENANTS with Beric Limited and its successors in title as follows:-

.....

that the sewers on the land hereby transferred shall be used for the conveyance of foul sewerage only and all surface water rainfall and sub soil water shall be excluded therefrom and that they will not cause permit or suffer any buildings to be erected on the land hereby transferred to be drained in any manner otherwise than by connections to the sewers to be provided on the King's Beach Estate and if the

Title number SX134150

Schedule of restrictive covenants continued

Purchaser shall sell lease assign or otherwise dispose of any house or houses or building plot or building plots on the land hereby transferred the Purchaser or its successors in title as the case may be will procure every purchaser lessee or assignee to enter into a covenant in the following form:-

Not to cause permit or suffer any buildings to be erected on the land hereby agreed to be sold to be drained in any manner otherwise than by connection to the sewers to be provided on the King's Beach Estate and not to cause permit or suffer any surface water rainfall or sub soil water to pass into the said sewers."

- 6 The following are details of the terms of the release contained in the Deed dated 20 September 1965 referred to in the Charges Register:-

The Personal Representative as personal representative of the Covenantor for himself and his successors in title hereby releases and discharges the Company and its successors in title to the registered land and each and every part thereof from the obligation of the said covenant AND ALSO from all actions costs expenses damages claims and demands whatsoever at Law and in Equity for or by reason or on account of the said covenant or any past breach or breaches thereof or for or by reason of any act matter or thing in anywise relating thereto.

NOTE: The said covenant referred to is that set out in the First Schedule to the Transfer dated 21 December 1938 referred to in the Charges Register.

End of register