

Dated 27 April 2015

The Owner: Patrick Robin Gorman, Michelle Emily Axtell &
Patrick Nicholas Gorman

In favour of Arun District Council

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land
at Tiled Barn, Station Road, East Preston, West Sussex BN16 3AR

Planning Application Ref: R/181/15

Contributions for Affordable Housing of £20,690

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 _____ 2015

By Patrick Robin Gorman, Michelle Emily Axtell & Patrick Nicholas Gorman

Of 30 Balcombe Avenue Worthing West Sussex BN14 7RU, 68 Rockley Road, Hamworthy, Poole, Dorset BH16 5JN and c/o The Tiled Barn, Station Road, East Preston, West Sussex BN16 3AR respectively ("the Owner")

IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN 17 5LF ("the Council")

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 by the Application applied 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

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 number Ref: R/181/15 for planning permission made by the Owner to develop the Land by

2.5 "Affordable Housing Contribution" means the sum of £20,690 for the purpose of providing or helping to provide Affordable Housing as Affordable Housing is defined within Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time

2.6 Land' means the land at The Tiled Barn, Station Road, East Preston, West Sussex BN16 3AR

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

5.1 The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development under S56 of the Act to be authorised by any Planning Permission issued pursuant to the Application

5.2 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

5.3 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

6. 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

7. Repayment Clause

The Sum of the Contribution payable under this Deed shall be repaid to the Owner as the Original Payer but without incurring any interest or any other costs on:-

- (a) Withdrawal of the Planning Application
- (b) Refusal of the Planning Application by the Local Planning Authority or, in the event of an appeal, on appeal whichever is the later
- (c) Expiry of Planning Permission without commencement of the Development

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. General

9.1 This Deed shall not bind:-

- (a) Statutory undertakers within the meaning of S262 of the Act
- (b) Householder Purchasers of sub plots from the Owner

9.2 This Deed shall be applicable and relate to the Applications and renewals re submissions and variations thereof provided that in the case of variations this shall only apply if the sum of Affordable Housing Contribution stays the same

SIGNED AS A DEED by the Owners the day and year first above written

SIGNED as a DEED

by *PATRICIA ROSA GOLDMAN*

in the presence of:-

WITNESS NAME

Stephen Whitfield

WITNESS ADDRESS

1 Gladstone Rd Yapehu Amudal West Sussex BN18 0JP

WITNESS OCCUPATION

Deputy outdoor Services Manager

SIGNED as a DEED

by *Michelle Emily MTELL*
acting by her attorney
PATRICIA ROSA GOLDMAN
in the presence of:-

WITNESS NAME

Stephen Whitfield

WITNESS ADDRESS

1 Gladstone Rd Yapehu Amudal West Sussex

WITNESS OCCUPATION

Deputy outdoor Services Manager *BN18 0JP*

SIGNED as a DEED

by *PATRICIA NICHOLAS*
acting by her attorney
PATRICIA ROSA GOLDMAN
in the presence of:-

WITNESS NAME

Stephen Whitfield

WITNESS ADDRESS

1 Gladstone Rd Yapehu, Amudal West Sussex BN18 0JP

WITNESS OCCUPATION

Deputy outdoor Services Manager

THIS POWER OF ATTORNEY given on the 14th day of October 2014
by Patrick Nicholas Gorman of c/o The Tiled Barn, Station Road, East Preston, West
Sussex BN16 3AR ('the Donor')

WITNESSES as follows:

1 Appointment

The Donor appoints Patrick Robin Gorman of c/o The Tiled Barn, Station Road,
East Preston, West Sussex BN16 3AR ('the Attorney') to be his attorneys for the
following purposes:

- 1.1 to finalise and approve the terms on which the Donor will enter into an
agreement for the sale of The Tiled Barn, Station Road, East Preston, West
Sussex BN16 3AR ('the Transaction');
- 1.2 to approve, execute and deliver on behalf of the Donor the following documents:
 - 1.2.1 the sale agreement and transfer and any other deeds or documents
ancillary thereto or required for or forming part of the Transaction;
- 1.3 to approve, execute and deliver on behalf of the Donor such other documents as
the Attorney shall in his absolute and unfettered discretion deem necessary or
desirable for the purpose of giving effect to the Transaction contemplated by this
power of attorney; and
- 1.4 to do all other acts and things on behalf of the Donor as the Attorney shall in his
absolute and unfettered discretion deem necessary or desirable for the purpose
of giving effect to the Transaction contemplated by this power of attorney
including, but not limited to, the issuing of any other documents or forms.

2 Donor to be bound

- 2.1 The Donor intends that any deed executed on its behalf by the Attorney shall
bind the Donor and shall have the same effect as if it had been executed by the
Donor himself.

Gr
Solicitors
Churchill Court, 112 The Street
Rustington
West Sussex BN16 3DA
DX 55100 Rustington

2.2 The Donor undertakes to ratify whatever the Attorney shall lawfully do or cause to be done pursuant to this power of attorney and to indemnify and keep the Attorney indemnified against all losses, liabilities, damages, costs, claims or expenses that the Attorney may suffer as a result.

2.3 This power of attorney is irrevocable for a period of 1 month from the date on which it is executed.

3 Construction

This power of attorney shall be governed by the laws of England and Wales.

4 Nature of this power of attorney

This power of attorney is a deed and has been executed by the Donor as a deed.

IN WITNESS whereof I have executed this Power of Attorney as a deed the day and year first above written

EXECUTED as a DEED by
PATRICK NICHOLAS GORMAN

In the presence of

Witness

Signature

Name

Address

Sacred Heart School
North Street, Mablethorpe, Louth, Lincs LN11 3JL

THIS POWER OF ATTORNEY given on the 14th day of October 2014
by Michelle Emily Axtell of 68 Rockley Road, Hamworthy, Poole, Dorset BH16 5JN ('the
Donor')

WITNESSES as follows:

1 Appointment

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East Preston, West Sussex BN16 3AR ('the Attorney') to be his attorneys for the
following purposes:

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- 1.2 to approve, execute and deliver on behalf of the Donor the following documents:
 - 1.2.1 the sale agreement and transfer and any other deeds or documents
ancillary thereto or required for or forming part of the Transaction;
- 1.3 to approve, execute and deliver on behalf of the Donor such other documents as
the Attorney shall in his absolute and unfettered discretion deem necessary or
desirable for the purpose of giving effect to the Transaction contemplated by this
power of attorney; and
- 1.4 to do all other acts and things on behalf of the Donor as the Attorney shall in his
absolute and unfettered discretion deem necessary or desirable for the purpose
of giving effect to the Transaction contemplated by this power of attorney
including, but not limited to, the issuing of any other documents or forms.

2 Donor to be bound

- 2.1 The Donor intends that any deed executed on its behalf by the Attorney shall
bind the Donor and shall have the same effect as if it had been executed by the
Donor himself.

We GWCA hereby certify this to be a true copy of the original.

GreenWrightChalton Associates
Solicitors
Churchill Court, 112 The Street
Rustington
West Sussex BN16 3DA
DX 55100 Rustington

2.2 The Donor undertakes to ratify whatever the Attorney shall lawfully do or cause to be done pursuant to this power of attorney and to indemnify and keep the Attorney indemnified against all losses, liabilities, damages, costs, claims or expenses that the Attorney may suffer as a result.

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4 Nature of this power of attorney

This power of attorney is a deed and has been executed by the Donor as a deed.

IN WITNESS whereof I have executed this Power of Attorney as a deed the day and year first above written

EXECUTED as a DEED by
MICHELLE EMILY AXTELL

In the presence of: -

Witness

Signature

Name Mrs Emma Snook

Address 43 Rockley Road

Hamworthy Poole Dorset BH15 4EZ