

24/8

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

Dated

26 June 2012

[1] The Owner: Mr GR Anscombe, 2 Tangmere Road, Tangmere, Chichester,
West Sussex PO20 2HW

[2] The Mortgagee:

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
Turnpike Motors, The Street, Walberton, West Sussex BN18 0PG

Planning Application Ref: WA/21/14/PL
Contributions for Affordable Housing of £62,070
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 June 2012

By Mr GR Anscombe

Of 2 Tangmere Road, Tangmere, Chichester, West Sussex PO20 2HW

("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 £62,070 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 Turnpike Motors, The Street, Walberton, West Sussex BN18 0PG 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

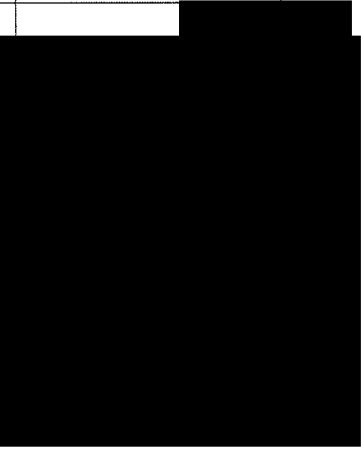
9. Mortgage Consent Clause

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.

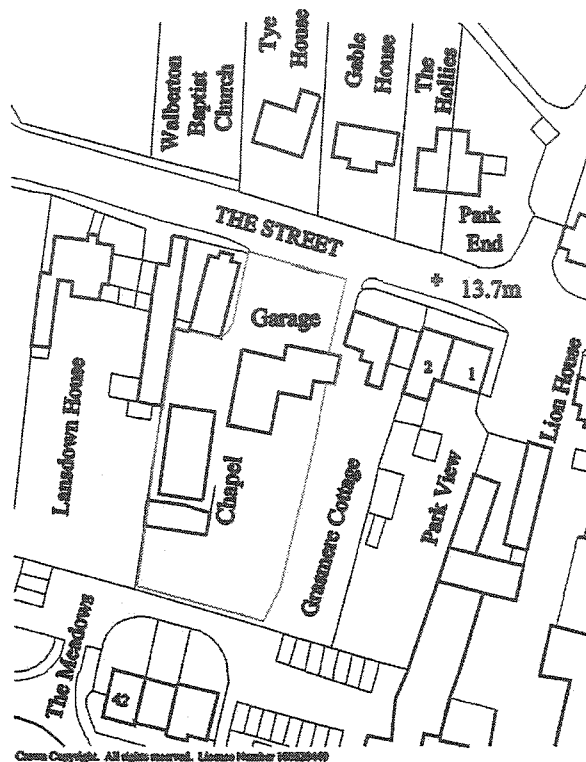
SIGNED as a DEED

By THE OWNER/S in the presence of	Mr GR Anscombe	signature
Name		
Address		
Occupation		

By THE OWNER/S in the presence of	K CRONK
Name	Kayleigh Cronk.
Address	Flat 5 Blackwell Court, 18 Kelmscott Way, Birsted
Occupation	Bank Clerk

SIGNED as a DEED

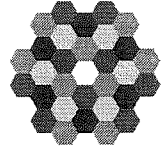
By THE MORTGAGEE in the presence of		signature
Name		
Address		
Occupation		



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Location Plan

scale : 1:1250 @ A4



Official copy of register of title

Title number WSX50089

Edition date 03.06.2014

- This official copy shows the entries on the register of title on 24 JUN 2014 at 14:55:10.
- 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 24 Jun 2014.
- 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 Turnpike Motors, The Street, Walberton, Arundel (BN18 0PG).
- 2 The land edged yellow on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 13 January 1981 made between (1) Harry Palmer (Vendor) and (2) George Roy Anscombe and Anthony Wilson Gostling (Purchasers):-

"TOGETHER WITH a right for the Purchasers and their successors in title owners or occupiers for the time being of the property and their licensees in common with the Vendor and all persons for the time being having the like right at all times and for all purposes with or without vehicles of any kind to pass and repass over the land coloured green on the plan annexed hereto and EXCEPT AND RESERVING unto the Vendor a right of way personal to the Vendor and his licensees but no further or otherwise at all times and for all purposes with or without vehicles of any kind to pass and repass over the forecourt of the property between the highway known as The Street Walberton and the points marked "AA" on the plan annexed hereto for the benefit of and for gaining access to land and buildings retained by the Vendor known as The Malthouse Workshop Walberton aforesaid".

NOTE:-The land coloured green referred to is tinted brown on the title plan. The points AA referred to are reproduced on the title plan.

- 3 (12.10.1999) A Deed dated 24 May 1999 made between (1) Pamela Dora Palmer (2) George Roy Anscombe and (3) Barclays Bank PLC contains provisions relating to part of the eastern boundary of the land in this title.

NOTE:-Original filed.

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.

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 PROPRIETOR: GEORGE ROY ANSCOMBE of 2 Tangmere Road, Tangmere, Chichester, W Sussex.
- 2 The Transfer dated 30 October 1995 referred to in the Charges Register contains Purchasers personal covenant(s) details of which are set out in the Schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 30 October 1995 referred to in the Proprietorship Register:-

"For the avoidance of doubt it is hereby agreed that the outside staircase attached to the Malthouse at the date hereof shall pass with the Property to the Transferee (to whom a right of support for the same is hereby granted by the Transferors) but the Transferee covenants with the Transferors and their successors in title owner for the time being of the Malthouse that neither he the Transferee nor his successors in title owners for the time being of the Property will remove the same without the prior written consent of the Transferors or their successors in title owners for the time being of the Malthouse and that unless the parties or their respective successors in title shall mutually agree to the removal of the said staircase that he the Transferee and his successors in title owner for the time being of the Property shall maintain the said staircase in at least as good a condition as the same is in at the date hereof and in such condition as to prevent the same falling into total disrepair or causing damage to the Malthouse"

C: Charges Register

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

- 1 The land edged yellow on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 25 March 1960 made between (1) Alice Sergeant and Richard Arthur Holland and (2) Harry Palmer:-

EXCEPTING AND RESERVING unto Bessie Palmer or the persons deriving title under her as appurtenant to the property coloured green in the said plan a right of way at least five feet wide and on foot only between Walberton Street aforesaid and the point marked A in the said plan over the land coloured pink in the said plan by such route as the owner or owners for the time being of the said land coloured pink in the said plan shall from time to time reasonably prescribe or in the absence of such prescription then by any reasonable route AND EXCEPTING AND RESERVING unto Nelson Sergeant or the persons deriving title under him as appurtenant to the property coloured brown in the said plan a right of way at least five feet wide and on foot only between Walberton Street aforesaid and the point marked B in the said plan over the land coloured pink and yellow in the said plan by such route as the owner or owners for the time being of the said land coloured pink and yellow in the said plan shall from time to time reasonably prescribe or in the absence of such prescription then by any reasonable route.

NOTE:-Copy Plan filed.
- 2 The land is subject to the following rights granted by a Transfer of the land tinted blue on the title plan dated 30 October 1995 made between (1) Peter Alan Youatt and Bridget Jane Ann Youatt (Transferors) (2) George Roy Anscombe (Transferee) and (3) Barclays Bank Plc (The Bank):-

C: Charges Register continued

"The Transferee (with the consent of the Bank) hereby grants to the Transferors and their successors in title owners for the time being of the Malthouse.

5.1 a right at all times upon prior notice except in the case of an emergency to enter with or without workmen plant and scaffolding on to the Garage and the Property for the purpose of maintaining repairing or decorating the Malthouse the Transferors and those exercising the said right causing as little disturbance or nuisance as possible and making good any damage done to the Property or to the Garage by the exercise of such right

5.2 a right of way with or without vehicles upon reasonable notice to the Transferee and with the prior consent of the Transferee (which shall not be unreasonably refused or delayed) but only for the use of the Malthouse as an outhouse of Lansdown House for domestic purposes and not for any business use of the Malthouse to and from the double doors in the side of the Malthouse at the point X on the plan by such route as the Transferee shall reasonably prescribe or in the absence of such prescription then by any reasonable route

5.3 a right for the eaves and gutters of the Malthouse to overhang the Property (as at present) and a right to maintain and use for the passage of surface water from the Malthouse the gutters and downpipes presently serving the Malthouse as at the date hereof.

"Lansdown House" means the property shown for the purpose of identification edged blue on the plan.

"The Garage" means the property comprised in title number WSX50089 and shown for the purpose of identification edged green on the plan.

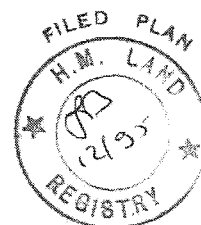
"The Malthouse" means the property shown for the purpose of identification edged red on the plan and

"the Property" means the land adjoining the Malthouse shown coloured pink on the plan".

NOTE:-Copy Plan filed.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX50089	
ORDNANCE SURVEY PLAN REFERENCE	SU 9706		Scale 1/1250
COUNTY	WEST SUSSEX	DISTRICT	ARUN
			© Crown Copyright



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 24 June 2014 shows the state of this title plan on 24 June 2014 at 14:55:10. 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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