

Unilateral Undertaking

Under Section 106 of the
Town and Country Planning Act 1990
relating to
Planning Application at Deans Yard, Orchard Way, BN18 0SJ
in West Sussex

THIS UNDERTAKING is made the 11th day of January 2016.

BY MJH Property Developments Ltd of Unit S3 Rudford House, Rudford Industrial Estate,
Ford, Arundel, West Sussex, B18 0BF

TO ARUN DISTRICT COUNCIL in West Sussex (hereinafter called "the Council").

RECITALS

- 1 The Owner is the registered owner of the land known as Deans Yard, Orchard Way, BN18 0SJ (registered at HM Land Registry under Title Number WSX372893) and shown edged in red on the plan annexed hereto
- 2 The Council is a local planning authority for the purposes of the Act for the area within which the Land is situate
- 4 By the Application, an application was made to the Council for planning permission to develop the Land by carrying out the Development thereon under reference number WA/27/15/PL
- 5 This Undertaking is given in contemplation of the grant of Planning Permission for the Development

IN THIS UNDERTAKING the expressions set out in Column 1 below shall have the meanings ascribed respectively to them in Column 2 below

Column 1

Column 2

"the Act"	means the Town and Country Planning Act 1990
"All Requisite Consents"	means all consent orders or agreements authorisations licences or permissions necessary to implement the development
"the Land"	means land situate at Deans Yard, Orchard Way, BN18 0SJ and shown edged in red on the plan annexed hereto

"the Application"	means the application for planning permission registered by the Council on the 10th June 2015 under reference number WA/27/15/PL
"the Development"	means the demolition of existing garages and the erection of 2 chalet dwellings ("the New Dwellings") on the Land
"the Owner"	shall include its successors in title and assigns
"the Plan"	means the plan annexed hereto
"Occupation"	means beneficial occupation of the New Dwellings other than occupation for the purpose of construction fitting out security storage of plant and materials or repair and "Occupy" shall be construed accordingly

NOW THIS DEED WITNESSETH as follows:-

1. **THIS** Deed is made in pursuance of Section 106 of the Act (as substituted by Section 12 of the Planning and Compensation Act 1991) and all other statutory or other enabling powers and shall be enforceable accordingly but without prejudice to all and any other means of enforcement at law or in equity or by statute and the covenants and obligations created by this Undertaking are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council against the Owner or its successors in title to the Land

2. **THE OWNER** hereby covenants with the Council as follows:-

- (i) that the Owner will comply in all respects with the Planning Obligations set out and contained in this Deed to the effect that the land and every part thereof shall be permanently subject thereto

- (ii) that this Planning Obligation is conditional upon and shall be of no effect until the Application has been implemented, If the Application is not implemented is cancelled revoked or otherwise withdrawn this Deed shall cease to have effect
- (iii) that this Deed is a Local Land Charge and is registrable as such by the Council
- (iv) that this Deed shall be governed by and construed in accordance with the Laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts
- (v) that any notice consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by prepaid first class recorded delivery post telex or facsimile transmission, The address for service of any such notice consent or approval as aforesaid shall in the case of the parties be the address given in the above hereto or such address for service as shall have previously been notified by the party and in the case of the Council shall be Arun District Council of Arun Civic Centre, Matravers Rd, Littlehampton, BN17 5LF
- (vi) that the Owner will pay the Council's reasonable legal costs in checking that the contents of this Agreement are correct and the Owner's title valid
- (vii) that within 7 days of occupation of the dwelling the Owner will pay to the Council the sum of EIGHTEEN THOUSAND AND TWO HUNDRED AND FIFTY SIX POUNDS (£18,256) (RPI Index Linked) as a contribution towards the provision of affordable housing in the locality

3. FOR the purposes of this Undertaking any reference to any sum of money as being "RPI Index Linked" shall mean such sum as adjusted in accordance with the following formula namely:-

$$\frac{A \times B}{C}$$

Where

A is the sum at the date of this Undertaking

B is the figure at which the Relevant Index stands at the date when such sum is paid to the Council for the quarter preceding the Specified Date/Payment Date

C is the figure at which the Relevant Index stands as at the quarter preceding the date of this Deed

And for the purposes of this Undertaking "the Relevant Index" means the Building Cost Information Service National All-In Tender Price Index.

The adjustment in clause 3.0 shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking.

4. Interest of Payments

The Owner undertakes with ADC to pay interest on sums due to ADC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

5. THE Owner undertakes with the Council to pay to the Council their additional standard administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation (amounting in total to £150.00)

6. IN THIS DEED for the avoidance of doubt the singular shall include the plural the masculine shall include the feminine and vice versa unless the context otherwise requires

7. THIS instrument shall take effect as a Deed

IN WITNESS whereof the parties hereto have executed this instrument as a Deed the day and year first above written

SIGNED AS A

Signature

Name

in the presence of:-

Signature of Witness

Name of Witness

Address of Witness

PLAN

