

Recd
11/8/14

Dated 22nd August 2014

[1] The Owner: Mr Timothy Turner

[2] The Applicant: Mr Maurice Hartnett of MJH Property Developments

UNILATERAL UNDERTAKING

Under Section 106 of the Town & Country Planning Act 1990 concerning land at

Planning Application Ref: WA(48/14)PL

Contributions for Affordable Housing of £18,369.00

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 the 22nd day of August 2014

By Mr Timothy Turner

Of 14 Capstan Drive, Littlehampton, West Sussex BN17 6RW
("TheOwner")

And Mr Maurice Hartnett on behalf of MJH Property Developments

Of Unit S4 Rudford House, Rudford Industrial Estate, Ford, Arundel, West Sussex, BN18
oBF
("The Applicant")

IN FAVOUROF Arun District Council of Arun Civic Centre, Maltravers Road,
Littlehampton, West Sussex BN17 5LF

("The Council")

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 Applicant has 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 and the Applicant agrees to join in this Deed and for the Land to be bound by its terms

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 of 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 state or deriving validity from it
- 2.3 "The Act" means the Town & 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 £18,369.00 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 Deans Yard, Orchard Way, Fontwell. West Sussex BN18 6SJ shown edged red on the attached Plan.
- 2.7 "Development" means the development authorised by the Planning Permission issued pursuant to the Application

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

Commencement

The provisions of this Deed shall take effect on the completion of this Deed of undertaking by the Owner and Applicant

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

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

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

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

Mortgage Consent Clause

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

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 TIMOTHY TURNER
Name	MR M J HARTNETT
Address	MJH HOUSE, UNIT S4 RUDFORD HOUSE, RUDFORD HOUSE, FORD ROAD, ARUNDEL, BN18 0BF
Occupation	HOUSE DEVELOPER

By THE OWNER/S in the presence of	
Name	SHARON AFFLECK
Address	12 BRITTANY ROAD WORTHING, WEST SUSSEX
Occupation	HAIRDRESSER / CARER

SIGNED as a DEED

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

Project

Proposed Residential Development
Deans Yard
Orchard Way, Fontwell
West Sussex
BN18 0SB

Drawing

Site Location Plan



Groundwork

Architects & Planning Consultants



associates

Clock Tower House, Lewes Road
Lindfield, West Sussex. RH16 2LH
Telephone 01444 - 484711

Client

MJH Properties Ltd

Drawing no.

2013.SP02

date

Apr 13

revisions

scale

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drawn

ARM



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NO DIMENSIONS TO BE SCALED FROM DRAWINGS.
IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE COMPLIANCE WITH BUILDING REGULATIONS.



Graham Middle

From: Andy Elder [REDACTED]
Sent: 31 January 2014 14:37
To: Graham Middle
Subject: RE: Deans Yard, Fontwell

Graham,

Thank you for your revised appraisal document for the proposed application at Deans Yard Fontwell.

I have considered the assumptions made in your appraisal and acknowledge the Council's Affordable Housing Policy requirement to make a commuted sum of **£31,035** will in part compromise the overall viability of your proposed scheme. I am therefore prepared to accept a reduced commuted sum for this application of **£18,369**. Should you wish to proceed with your application please include this sum as the s106 Planning Obligation for affordable housing.

I suggest you retain a copy of this e-mail for your records.

Regards,

Andy

Andy Elder
Housing Strategy and Enabling Manager
Arun District Council

From: Graham Middle [REDACTED]
Sent: 29 January 2014 12:09
To: Andy Elder
Subject: Deans Yard, Fontwell

Dear Mr Elder

Please find attached an amended copy of the West Sussex Market appraisal document for your information and consideration.

The problem seems to have been created due to the document jumping/skipping pages which it has just done again, hopefully this version will now be correctly completed.

Should you have any queries please do not hesitate to call me.

Graham Middle
BA(Hons), DIP Arch, RIBA, CIOB, CIH
Principal

LM Associates, Clocktower House, Lewes Road, Lindfield, West Sussex, RH16 2LH

Tel: - 01444 484711 Fax: - 01444 484799

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27/05/2014

Project

Proposed Residential Development
Deans Yard
Orchard Way, Fontwell
West Sussex
BN18 0SB



Architects & Planning Consultants

Clock Tower House, Lewes Road
Lindfield, West Sussex. RH16 2LH
Telephone 01444 - 484711

Client

MJH Properties Ltd

Drawing

Site Location Plan



Drawing no.

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date Apr 13

revisions

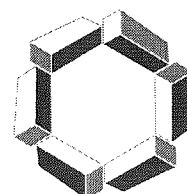
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constructionline

ne electronic certificate of the result of search follows this message.

Please note that this is the only certificate of the result of search we will issue. We will not issue a paper certificate of the result of search.

This certificate has no statutory effect with regard to registered land. Sections 28 to 31 inclusive and 87 Land Registration Act 2002 and s.14 Land Charges Act 1972.

You should ensure that the particulars of search in the certificate e.g. names, counties etc. are the exact particulars of the required search. S.10(6) Land Charges Act 1972.

If this certificate relates to a search applied for in form K16 (Application for an Official Search (Bankruptcy Only)) the word 'BANKRUPTCY' is printed against 'COUNTY OR COUNTIES'.

The 'CERTIFICATE DATE' is the date of the certificate for the purposes of s.11 Land Charges Act 1972. The 'PROTECTION ENDS ON' date is the latest date for the expiry of the period of protection conferred by s.11 Land Charges Act 1972.

Please quote the 'CERTIFICATE NUMBER' and the 'CERTIFICATE DATE' in any enquiries regarding this certificate.

Symbols included with name(s) e.g. (*) (+) are used for internal purposes only.

LAND CHARGES ACT, 1972.
CERTIFICATE OF THE RESULT OF SEARCH

Form **K17**

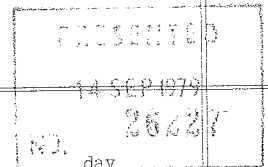
CERTIFICATE No.
04922296D

CERTIFICATE DATE
22 OCT 2014

PROTECTION ENDS ON
12 NOV 2014

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the registers which are kept pursuant to the Land Charges Act 1972. The result of the search is that there are **NO SUBSISTING ENTRIES.**

PARTICULARS SEARCHED			
COUNTY OR COUNTIES			
	NAME(S)	PERIOD	Fees £
WEST SUSSEX.	TIMOTHY CHARLES*TURNER*	1979-2014	
APPLICANT'S REFERENCE NB-MJH KEY NUMBER 6809012 AMOUNT DEBITED £ 2.00			
Malcolm Wilson & Cobby 36700 LANCING		Please address any enquiries to:- Land Registry Land Charges Department Seaton Court, 2 William Prance Road, Plymouth, PL6 5WS DX No. 8249 PLYMOUTH 3 TEL : (0300) 006 6666 FAX : (0300) 006 6665 IMPORTANT PLEASE READ THE NOTES IN THE LEAD PAGE.	



THIS CONVEYANCE is made the

twelfth

of *September*

One thousand nine hundred and seventy nine

BETWEEN CHARLES TURNER of 20 Orchard Way London Road Fontwell Near Arundel in the County of West Sussex formerly of Sunray Dukes Road Fontwell aforesaid (hereinafter called "the Grantor") of the one part and TIMOTHY CHARLES TURNER of 61 Winter Knoll Littlehampton in the said County of West Sussex the Son of the Grantor (hereinafter called "the Donee") of the other part
WHEREAS :-

(1) The Grantor is seised inter alia of the property hereinafter described in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances

(2) The Grantor is desirous of conveying the said property to the Donee for a like estate by way of gift

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of his natural love and affection for the Donee the Grantor hereby conveys unto the Donee ALL THAT piece or parcel of land at Fontwell Near Arundel in the County of West Sussex comprising the Builders Yard to the rear or south of the properties known as Numbers 18 and 20 Orchard Way Fontwell aforesaid WHICH said piece of land is for the purpose of identification only more particularly delineated and shown edged in red on the plan annexed hereto AND TOGETHER WITH a right of way in common with all others entitled thereto for all purposes and at all times over Orchard Way aforesaid and over the access road shown coloured brown on the said plan subject to the payment of a fair proportion of the expense of keeping Orchard Way and the said access road in repair AND TOGETHER ALSO with the right in common as aforesaid to connect to and use the sewer running from the southern boundary of the property hereby conveyed subject to the payment of a fair proportion of the expense of keeping the said sewer in repair and making good all damage occasioned to the surface of the adjoining land by reason of the connection to the said sewer TO HOLD the same unto the Donee in fee simple SUBJECT to (i) a restrictive covenant contained in a conveyance dated the twenty eighth day of October One thousand nine hundred and fifty two and made between Arthur James Dean of the one part and Arthur James Dean Arthus William James Dean Geoffrey Hudson Dean and Willian Herbert Dean of the other part (ii) the covenant as to fencing contained in a conveyance dated the fourth day of October One thousand nine hundred and seventy one and made between Arthur Dean (Builders) Limited of the one part and the Grantor of the other part AND SUBJECT ALSO to (i) the right granted in a conveyance dated the nineteenth day of December One thousand nine hundred and seventy eight and made between the Grantor of the one part and John Clarke and Mary Anderson

Turnbull Clarke of the other part and relating to the adjoining property to the north known as Number 18 Orchard Way of the passage of water and soil through the drain laid under the property hereby conveyed and thence into the said sewer on the south side thereof and right to enter the property hereby conveyed for the purpose of repairing renewing and maintaining the said drain causing as little damage as possible and making good all damage occasioned thereby and (ii) the similar rights of drainage and entry contained in a conveyance dated the twenty sixth day of March One thousand nine hundred and seventy nine and made between the Grantor of the one part and Florence Janet Turner of the other part and relating to the property known as Number 20 Orchard Way _____

2. WITH the object and intent of affording to the Grantor a full and sufficient indemnity but not further or otherwise the Donee hereby covenants with the Grantor from henceforth to observe and perform the aforesaid fencing covenant contained in the said conveyance of the fourth day of October One thousand nine hundred and seventy one so far as the same affect the property hereby conveyed and is still subsisting and capable of taking effect and to indemnify the Grantor and his estate and effects from and against all costs claims demands and proceedings arising out of any breach of the said fencing covenant so far as aforesaid _____

3. THE Grantor hereby acknowledges the right of the Donee to production of the said conveyance of the fourth day of October One thousand nine hundred and seventy one and to delivery of copies thereof _____

4. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the property conveyed or transferred exceeds fifteen thousand pounds. _____

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

SIGNED SEALED and DELIVERED
by the said CHARLES TURNER
in the presence of:-

7

SIGNED SEALED and DELIVERED
by the said TIMOTHY CHARLES
TURNER in the presence of:-

PLAN REFE

Memorandum By a transfer dated 9th day of July 1989
and made between Timothy Charles Turner + Kevin Francis
Lynchly & the one part + Paul Diment + Rosalind Ann Diment
& the other part the property edged red on the annex plan
was transferred to the said Paul Diment + Rosalind Ann
Diment in fee simple together with the right but subject to
the exceptions + reservations mentioned therein + their right to
production of the within conveyance was thereby acknowledged

September 12th

C TURNER ESQ

to

T C TURNER ESQ

CONVEYANCE

by way of GIFT of a freehold Builders Yard
off Orchard Way Fontwell West Sussex

Thomas Eggar & Son
5 East Pallant
CHICHESTER
West Sussex

Object

Proposed Residential Development
Deans Yard
Orchard Way, Fontwell
West Sussex
BN18 0SB

Drawing

Site Location Plan

Goodwood



Architects & Planning Consultants

Clock Tower House, Lewes Road
Lindfield, West Sussex. RH16 2LH
Telephone 01444 - 484711

Client

MJH Properties Ltd

Drawing no.

2013.SP02

date

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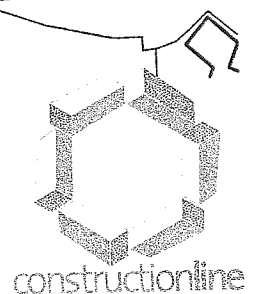
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0 5 10 15 20 25 30 35 40 50m

Map scale 1:1250

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Data last updated 10:00pm 20 OCTOBER, 2014

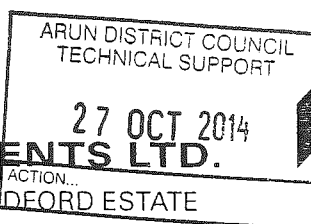
MJH

For: Juan Baeza
PROPERTY DEVELOPMENTS LTD.

M.J.H. HOUSE • UNIT S4 • RUDEFORD ESTATE
FORD ROAD • ARUNDEL • WEST SUSSEX • BN18 0BF

Telephone: 01903 731554 • Mobile: 07860 747325

Re: Deans yard, orchard way Fontwell.



Dear Juan,

Following your conversation with Mike Gray in respect of The Above, please find written confirmation that Mr. Turner owns this site.

Regards,

[Redacted Signature] With Compliments

27 OCT 2014

ACTION...

MW&C

Malcolm Wilson & Cobby
Solicitors

3 Station Parade Lancing West Sussex BN15 8AA
DX 36700 Lancing

E

www.mwandc.co.uk

Our ref: NB/MJH
Your ref:

23rd October 2014

Mr M Hartnett
MJH Property Developments Ltd
MJH House
Unit S4 Rudford Industrial Estate
Ford Road
Arundel BN18 0BF

Dear Maurice

Land at Fontwell

Further to our telephone conversation I enclose a copy of the 1979 Conveyance which confirms that Mr Turner owns the land along with a Land Charges Act search which confirms that no mortgage has been secured against the land.

Yours sincerely,

[Redacted Signature]

Partners : NP Brazier B.Soc. Sci : NCO Gifford LL.B

MJ Wells M.A. (Cantab) : T Yates LL.B : Cary Knott F.Inst L.Ex.

Other Office at: West Worthing

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