

Dated:

18th January 2011

Between:

[1]	Nicole Anne [AKA Nikki] Shale-Hester	[The Owner]
[2]	HSBC plc	[The Mortgagee]
[4]	Arun District Council	[ADC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at Walberton House The Street Walberton
West Sussex

To pay affordable housing contribution of £9,128.00

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX67408 LITTLEHAMPTON
Reference: WA/90/10

1. THIS DEED is by undertaking and is dated 10th January 2011 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("The Act") and is made in favour of Arun District Council

2. PARTIES

Owners	Nicole Anne Shale-Hester of Walberton House The Street Walberton West Sussex BN 18 0PJ
Mortgagee	HSBC plc Mortgage Service Centre PO BOX 1546 Sheffield S12HJ
ADC	Arun District Council, Arun Civic Centre, Mattravers Road, Littlehampton, West Sussex BN17 5LF

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX207266 of land at Walberton House The Street Walberton West Sussex ("The Land") shown for identification only edged black on the attached plan and the applicant for planning permission described below
Applicant	The Owner has applied for Planning Permission under Application Ref: WA/90-/10 for change of use to a single dwelling with porch extension and one additional window to north and west elevations and to east facing roof slope and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of Title No WSX 207266
ADC	Local Planning Authority under Town and Country Planning Act 1990 and (as relevant) as payee in relation to the statutory functions and purposes identified herein in clause 5 namely affordable housing provider /facilitator .

4. BACKGROUND

- 4.1 The Applicant has made the Planning Application which the ADC is minded to grant subject to the making of the payments specified within this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development and in particular the shortage of affordable housing as identified in the Affordable Housing Policy.
- 4.2 The Mortgagee consents to the Owner entering into this Deed and acknowledges that this Deed binds the Land. The Mortgagee shall only be liable for any breach of this Deed if it has itself caused the breach whilst mortgagee in possession. It shall not be liable for any pre - existing breach

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner undertakes with the ADC to:-

- (i) make the payments specified below
- (ii) to the payee specified below
- (iii) for the purposes specified below
- (iv) and at the time specified below

Payee	Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
ADC	On or before start of the Development	£9128.00	Affordable Housing in the parish where the development is located or adjacent parishes

- 5.2 The Owner undertakes with ADC not to start the Development until the payment is made.

6. ADDITIONAL CLAUSES

The Owner undertakes with ADC as follows:-

6.1 Start Date of this Deed and Obligations

- 6.1.1. This Deed will take effect on the grant of the Planning Permission.
- 6.1.2. S56 of the Act will apply to determine commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final.
- 6.1.3. On Commencement of the Development the Owner will send to ADC written Notice of that event in the Form of the Notice in Schedule 1.

6.2 Index Linking

General

6.2 The Owner undertake to ADC that any sums payable by the Owner or the Applicant under this agreement shall be increased by the application of the following formula:

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

where:

- A is the sum actually payable on the Specified Date/ Payment Date
- B is the original sum mentioned in this agreement
- C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date
- D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement
- C
- D is equal to or greater than 1

The adjustment in clause 6.1 shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

6.3 Interest of Payments

The Owner undertakes with ADC 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.

6.4 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

6.5 Legal and Administrative Costs

The Owner agrees with ADC :

Legal Costs of ADC

- 6.5.1 The Owner and the Applicant has prior to completion of this Deed paid to ADC the reasonable legal costs of ADC on entering into this Deed in the sum of £450 receipt of which ADC hereby acknowledges

Monitoring Costs of ADC

- 6.5.2 to pay on commencement of the Development to the ADC a contribution of £100 [minor application] incurred in monitoring compliance with this Agreement.
- 6.5.3 to pay on commencement of the Development to the ADC 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]

6.5.4 For the avoidance of doubt ADC 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

6.5.5 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC 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. GENERAL

- 7.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC .
- 7.2 This Deed does not restrict or fetter the statutory powers of ADC .
- 7.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.
- 7.4 This Deed confers no benefit on any Third Party under Contracts (Third Party Rights) Act 1999.
- 7.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 7.6 This Deed is a Local Land Charge and shall be registered as such.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

SCHEDULE 1

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this _____ day of _____ 200

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltrovers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406) Littlehampton
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SCHEDULE 2

Payment Notice

Payment of Monies due under a Section 106 Planning Obligation.

Failure to use this form may mean problems with acknowledgment of payment and may prejudice your ability to prove compliance with the planning obligation.

If ADC is Payee: Head of Planning Services Arun District Council Arun Civic Centre Maltravers Road Littlehampton West Sussex BN 17 5LF DX 57406 Littlehampton

Please answer all the questions.

1. Payment to be made by/on behalf of.....
2. Land at:.....
3. Agreement dated:.....
4. Planning application reference number [where applicable]
5. Obligation in Agreement

[a]	Clause No.	
[b]	Contribution towards affordable housing	
[c]	Amount of contribution	
[d]	Date upon which contribution is due	
[e]	Amount of contribution enclosed	

SIGNED AS A DEED BY
THE OWNER IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE APPLICANT IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF

Signed as a Deed by Susan Brawn

SUSAN BRAWN

As Attorney for HSBC Bank plc

In the presence of *[Signature]*

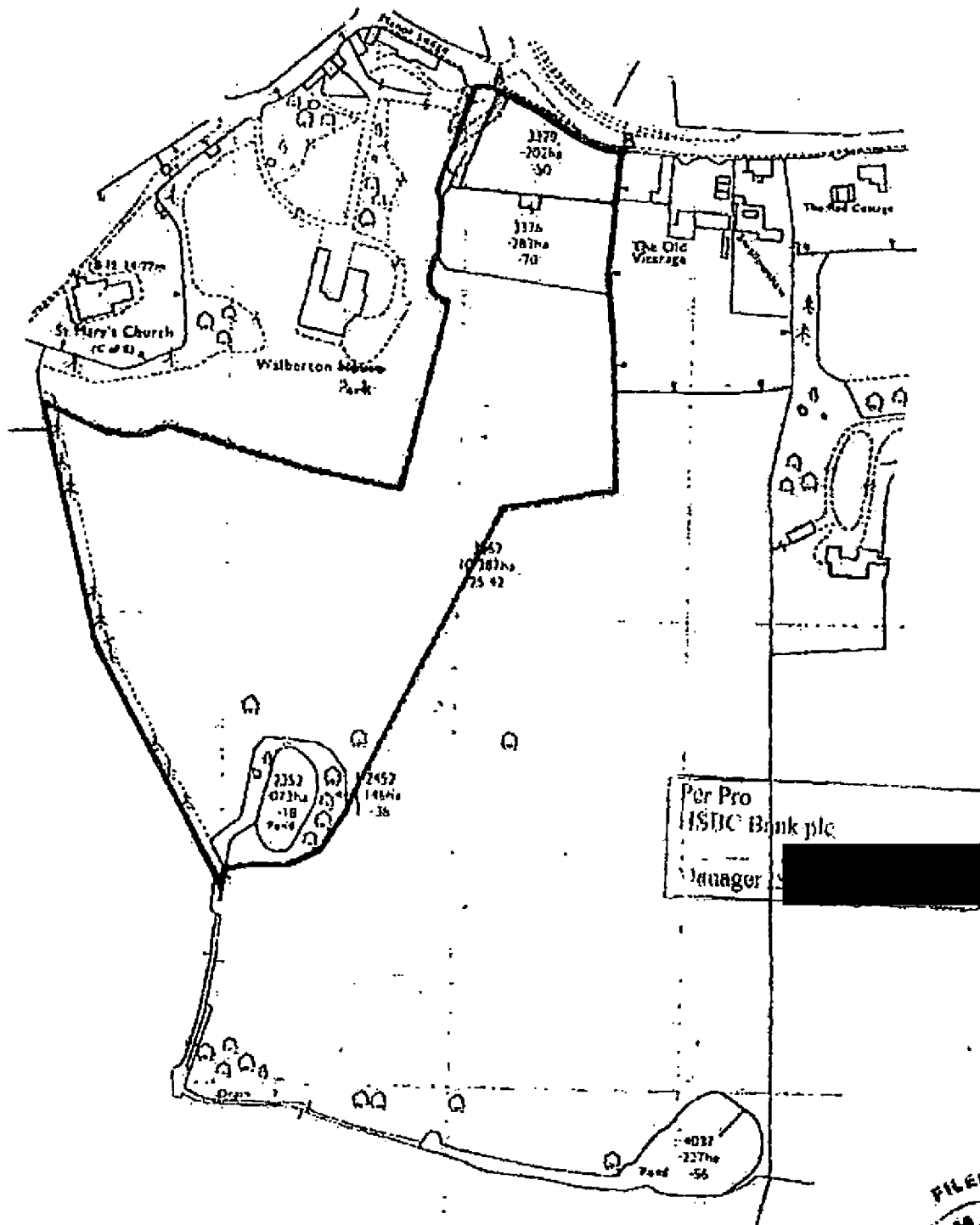
DAVID MATTHEW SANDERSON

HSBC Bank plc, PO Box 1546
Sheffield S1 2UJ

WSA 2U / 266

ADVANCE SURVEY PLAN REFERENCE	SU 0705	Scale 1/2500
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown Copyright

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The plan may be updated from later survey information.



BY THIS POWER OF ATTORNEY given the eighteenth day of January two thousand and eleven HSBC Bank plc ('the Bank') incorporated in England with registered number 14259 and having its Registered Office at 8 Canada Square, London E14 5HQ appoints SUSAN BROWN to be the attorney of the Bank in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise to execute any deed or sign any document:

1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;
2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;
4. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the Bank;

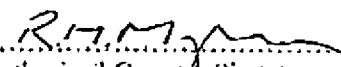
and generally for all or any of these purposes to act as the Bank's attorney and declares that each of the powers granted by this Power shall be read separately and in no way to be limited by reference to any other of such powers.

This Power of Attorney will expire twelve months from the date hereof unless previously revoked by the Bank.

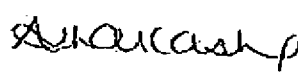
IN WITNESS WHEREOF HSBC Bank plc has caused its common seal to be affixed to this deed the day and year first above written.

The COMMON SEAL of HSBC BANK plc was hereunto affixed in the presence of:

A  signatory


Authorised Counter Signatory

WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL


HSBC Bank plc

028884



Official copy of register of title

Title number WSX207266 Edition date 02.07.2009

- This official copy shows the entries on the register of title on 07 JAN 2011 at 15:23:03.
- 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 07 Jan 2011.
- 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 (11.10.1996) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Walberton House, The Street, Walberton, Arundel (BN18 0PJ).
- 2 (11.10.1996) The land has the benefit of the following rights granted by the Conveyance dated 27 September 1996 referred to in the Charges Register:-

"1. A right for the Buyer the successors in title of the Buyer and all persons authorised by either the Buyer or any of their successors in title in common with the Seller and all others entitled to a like right SUBJECT TO the Buyer paying to the Seller on demand a fair proportion of the cost of upkeep repair and maintenance to pass and repass with or without vehicles for the purpose of access to and egress from the Property or any part of it over the entrance drive shown for identification purposes only coloured blue on the Plan.

2. A right for the Buyer and the successors in title of the Buyer of passage and running of gas, electricity, water and soil from and to the Property or any part of it and also at any time on giving reasonable prior notice to enter the Retained Land or any part of it for the purpose of repairing, renewing, maintaining, inspecting or cleaning any of them doing as little damage as possible to the Retained Land and making good any damage occasioned in the exercise of this right as soon as possible."

NOTE 1:-The entrance drive coloured blue referred to above is shown tinted brown on the filed plan.

NOTE 2:-The 'Retained Land' referred to above is the property known as Walberton Park.

Title number WSX207266

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 (03.08.2006) PROPRIETOR: NICOLE ANN SHALE-MESTER of Walberton House, The Street, Walberton, Arundel, West Sussex BN18 0PJ.
- 2 (29.06.2001) The price stated to have been paid on 1 June 2001 was £900,000.
- 3 (03.08.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 14 July 2006 in favour of HSBC Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (11.10.1996) A Conveyance of the land edged and numbered 1 in yellow on the filed plan and other land dated 7 December 1938 made between (1) Eleanor Liddle and (2) Eleanor Dora Heywood contains restrictive covenants.

NOTE 1:-Copy filed.

By a Deed dated 1 April 1954 made between (1) Gladys Lelly Liddle (2) Walberton Place Estates Limited (3) Lionel Ralph Elombe (4) The Agricultural Mortgage Corporation Limited (5) Gladys Lelly Liddle, Douglas Geoffrey Liddle and Joyce Madeline Fleetwood Liddle, (6) The Chichester Diocesan Fund and Board of Finance (Incorporated) and (7) Eleanor Joyce Stocker, Denise Coke and Neil Heywood the said covenants were expressed to be modified.

NOTE 2:-Copy filed.

- 2 (11.10.1996) A Conveyance of the land in this title and other land dated 21 September 1971 made between (1) Baring Brothers & Co Limited, Cecily Josephine Lady Forbes and David Archibald Innes (Vendors) and (2) Graham Newman Eyre and Jean Dalrymple Eyre (Purchasers) contains the following covenants:-

THE Purchasers hereby jointly and severally covenant with the Vendors for themselves and their successors in title and assigns for the benefit and protection of the Vendors' adjoining property known as "The Old Vicarage" and each and every part thereof that

(i) no building shall be erected upon the said land edged yellow on the said plan annexed hereto except one private dwellinghouse and garage to be used in connection therewith and such dwellinghouse shall not be of less value in prime cost of materials and labour than Fifteen thousand Pounds exclusive of the garage and no building shall be erected until the site and elevation thereof shall have been approved by the Vendors or their successors in title or their Surveyor or Architect and such building shall be of such character and description and built according to such plans designs and elevations as shall have been similarly approved in writing before the same is commenced Provided that any approval required to be given under this covenant by the Vendors or their successors in title or their Surveyor or Architect shall not be unreasonably withheld and no such building shall after erection be altered in external appearance without the like previous consent in writing

(ii) the Purchasers will maintain at all times in good repair and to the reasonable satisfaction of the Vendors or their Surveyors the existing flint stone wall erected on the northern boundary of the property hereby conveyed between points 'A' and 'B' on the said plan and will not make any openings in the same at any time"

C: Charges Register continued

NOTE 1:-The land edged yellow referred to above is shown edged and numbered 2 in yellow on the filed plan.

NOTE 2:-The points lettered A and B referred to above are similarly shown on the filed plan.

- 3 (11.10.1996) The land is subject to the following rights granted by a Deed dated 18 January 1982 made between (1) Graham Newman Eyre and Jean Dalrymple Eyre by the direction of Jean Dalrymple Eyre trading as Walberton Park Developments and (2) Portsmouth Water Company:-

the Grantors hereby grant unto the Company FIRSTLY ALL THAT an easement and right in perpetuity to lay construct operate maintain inspect renew cleanse repair alter remove or render unusable a water main consisting of lines of pipes together with such valves cables inspection chambers markers and other ancillary apparatus as may be necessary thereto. The Company may also exercise the rights hereinbefore mentioned in respect of any second or further such water mains consisting of a line or lines of pipes and all necessary apparatus ancillary thereto so far as the law permits in consideration of a payment or payments to be assessed by Agreement or in default of such Agreement by the Lands Tribunal (all of which easements rights and works are hereinafter collectively called "the said main") in through or under the said strip of land five metres in width hereinbefore described (hereinafter called "the line of easement") SECONDLY ALL THAT an easement and right during the course of laying and constructing the water main hereinbefore mentioned and for the purposes connected therewith to utilise the adjoining land of the Grantors within three metres of each side of the line of easement except where either side of the line of easement adjoins or is within three metres of a physical field or highway boundary in which case the width of the three metres temporary easement on the opposite side shall be enlarged to the extent of the obstruction so caused (hereinafter called "the temporary easement") TOGETHER WITH full right and liberty from time to time and at all times hereafter with all necessary workmen tools equipment materials vehicles and appliances

- (i) To enter upon the line of easement and the temporary easement for the purpose herein mentioned
- (ii) To pass across the land of the Grantors at suitable places outside the line of easement and temporary easement for the purpose only of obtaining access thereto
- (iii) To level out the ground of the line of easement where it is at present uneven but so that the topsoil or turf shall be carefully preserved and replaced and made tidy
- (iv) To tap the said main and to lay services therefrom across the line of easement as may from time to time be required.

NOTE:-The line five metres in width referred to above is shown tinted blue on the filed plan.

- 4 (11.10.1996) The land is subject to the following rights reserved by a Conveyance dated 27 September 1996 made between (1) Sir Graham Newman Eyre QC and Lady Jean Dalrymple Eyre and (2) Jeffrey Fleecon Bevan and Mary Rose Bevan:-

"A right for the Seller and the successors in title of the Seller together with the Buyer and all other persons entitled to a like right to use for all proper purposes connected with the Retained Land any sewers, drains, watercourses, pipes, cables, wires or other conduits now laid in, under or over the Property or any part of it to run and pass gas, electricity, water and soil through and along all of them with power at any time on giving reasonable notice to enter the Property for the purpose of repairing, renewing, maintaining, inspecting or cleaning any of them doing as little damage as possible to the Property and making good any damage occasioned in the exercise of this right as soon as possible."

- 5 (30.06.2002) The land is subject to the rights granted by a Deed dated 27 July 2002 made between (1) Simon Richard Hester and Nicole Ann Hester (2) West Sussex County Council and (3) Leeds & Holbeck Building

Title number WSX207266

C: Charges Register continued

Society.

NOTE: - Copy Filed.

- 6. (03.08.2006) REGISTERED CHARGE dated 14 July 2006.
- 7 (03.08.2006) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) 40-41-42 of Mortgage Service Centre, P.O. Box 1546, Sheffield S1 2UJ.

End of register

WSX 20 / 266

PLANNING SURVEY
PLAN REFERENCE

SU 9705

Scale
1/2500

COUNTY

WEST SUSSEX

DISTRICT

ARUN

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The boundaries shown by dotted lines have been plotted from the plans on the deeds. This plan may be updated from later survey information.

