

Dated 20 August 2015

The Owner: Herongate Homes Limited  
With Consent of mortgagee :  
In favour of Arun District Council

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### UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 Concerning Land  
At The Piggery Hobbs Court Bilsham Road Yapton BN18  
0JY

Planning Application Ref  
Contributions for:  
Affordable Housing of £6123

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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 20 August  
2015

By Herongate Homes Ltd of 10 a,b,c The Arcade, Bognor Regis, West Sussex,  
PO21 1LH

("the Owner")

With the consent of

Of none

("Mortgagee" ) who executes this Deed to confirm  
such consent

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 Y/65/15/PL for planning permission made by the Owner to develop the Land by
- 2.5 "Affordable Housing Contribution" means the sum of £6123 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 Piggery Hobbs Court Bilsham Road Yapton BN18 0JY
- 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 and Mortgagee the day and year first above written

SIGNED as a DEED

By Herongate Homes Ltd

in the presence of:-

WITNESS NAME *Lee Balchin*

WITNESS ADDRESS *47 North Beetham Street, Bolton (BL1) .*

WITNESS OCCUPATION *CONSTRUCTION*

