

DATED

10 October 2018

~~(SIGNED)~~

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990**

**RELATING TO LAND AT
REAR OF 10 BARRACK LANE, ALDWICK PO21 4BZ**

Parties:

**OWNER [ORCHARD ENTERPRISES (SOUTHERN) LTD
32 DORSET RD,
BOGNOR REGIS
PO21 2DU]**

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Statutory provisions	3
3.	Covenants with the Council	3
4.	Release	3
5.	Determination of deed	4
6.	Local land charge	4
7.	Interest on late payment	4
8.	Council's costs	4
9.	Ownership	4
10.	Notices	5
11.	Third party rights	5
12.	Governing law	6
13.	[Mortgagee's consent] (this will be removed if there is no mortgagee)	6

THIS DEED is dated [TBC]

(1)

Orchard Enterprises (Southern) Ltd incorporated and registered in England and Wales with company number [03010021] whose registered office is at [The Orchard, Temple Lane, East Meon, Hants, GU32 1PZ] **Owner**

IN FAVOUR OF Arun District Council of The Civic Centre Maltravers Road Littlehampton BN17 5LF **Council**

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner has made the Planning Application and is proposing to carry out the Development.
- (C) In consideration of Pagham Harbour policy ENV DM2 of the emerging Local Plan 2011-2031, and Cabinet's approval of the tariff based system on 20 July 2015, the Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Access Management Contribution: the sum of £871 towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.

Base Rate: the higher of [5%] and the base rate from time to time of Barclays Bank plc.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 [but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.]

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Default Interest Rate: [4%] per annum above the Base Rate.

Development: the development of the Property by Construction of detached single storey dwelling as described in the Planning Application.

Pagham Harbour: A Special Protection Area, also known as a Natura 2000 site, based in Pagham, West Sussex in the District of Arun, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds.

Plan: the plan attached to this deed.

Planning Application: an application for planning permission registered by the Council under reference number [AW/259/18/PL].

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Property: the freehold land at [land rear of 10 Barrack Lane, Aldwick] shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) [WSX281355]].

TCPA 1990: Town and Country Planning Act 1990

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England OR Wales].

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council to pay the Access Management Contribution to the Council on or before the Commencement Date.

4. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

7. INTEREST ON LATE PAYMENT

If the Access Management Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Access Management Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

8. COUNCIL'S COSTS

The Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

9. OWNERSHIP

9.1 The Owner warrants that no person other than the Owner [and the Mortgagee] has any legal or equitable interest in the Property.

9.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

10. NOTICES

10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

10.2 Any notice [or other communication] to be given under this deed must be sent to the relevant party as follows:

- (a) to The Planning Department of Arun District Council, quoting the Planning Application number at the following address: The Civic Centre Maltravers Road Littlehampton BN17 5LF;
- (b) for the attention of the Owner [David Groves/Director] at: [Orchard Enterprises (Southern) Ltd, 32 Dorset Road, PO21 2DU];

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service at [9.00 am] on the second Working Day after posting.

10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. [MORTGAGEE'S CONSENT

13.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.

13.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.]

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

1. Signed as a Deed by [OWNER FULL NAME] In the presence of:- [WITNESS FULL NAME] [WITNESS FULL ADDRESS] [WITNESS OCCUPATION]	 OWNER SIGNATURE WITNESS SIGNATURE
2. Executed as a deed by [Orchard Enterprises Southern Ltd] acting by [David Groves], a director and [Sarah Cullen], [a director]	 [SIGNATURE OF FIRST DIRECTOR] Director [SIGNATURE OF SECOND DIRECTOR OR SECRETARY] [Director]

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.



Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.



Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: WSX281355
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: The property is identified ☒ on the attached plan and shown: Edged red ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: PATRICK LEWIS WOODWARD and KATHLEEN MARY WOODWARD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: ORCHARD ENTERPRISES (SOUTHERN) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03010021 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership and practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants

7 Transferee's intended address(es) for service for entry in the register:

32a Dorset Road Bognor Regis West Sussex PO21 2DY

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
One Hundred and Eighty Thousand Pounds (£180,000.00)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust:

12 Additional provisions

Definitions

12.1 Definitions

In this transfer:

12.1.1 'Development' means a detached residential dwelling with integral or detached garage constructed in accordance with the Planning Permission

should be defined by reference to a plan.

12.1.2 'the Plan' means the plan annexed to this transfer

12.1.3 'Accessway' means the road shown cross hatched black on the Plan

12.1.4 'Planning Permission' means planning permission number _____ issued by Arun District Council to the Transferee for the Development

12.1.5 'the Retained Land' means the land and buildings retained by the Transferor being that part of the land comprised in title number WSX281355 as is not comprised in the Property

12.1.6 'Service Apparatus' means sewers, gutters, wires, cables and other conducting media

12.1.7 'Services' means water, soil, effluent, gas, fuel, oil, electricity, telephone and communications

12.1.8 'Utility Companies' means the statutory utility companies responsible for the provision of gas electricity water sewerage surface water drainage and telecommunications and any other services to the Property or Retained Land

12.1.9 words importing the singular shall be construed as importing the plural and vice versa

12.1.10 words importing persons shall be construed as importing corporate body and/or partnership and vice versa

12.1.11 where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons

12.1.12 the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation

12.1.13 any reference to a clause is to one so numbered in this panel unless otherwise stated

12.1.14 any reference to a colour or letter is to one on the Plan

12.1.15 any reference in this transfer to the Transferor shall include the Transferor's successors in title

12.1.16 any reference in this transfer to the Transferee shall include the Transferee's successors in title

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

12.2 Rights granted for the benefit of the Property

12.2.1 The Property is transferred together with the following rights but subject to the observance and performance of

the covenants contained in clause 12.4 and 12.6:

- (i) the right for the Transferee as owner or occupiers for the time being of the Property, and all persons authorised by him or them, at all reasonable times on giving 7 days' previous notice in writing to the Transferor, or in the case of emergency without notice, to enter on the Retained Land with or without workmen, materials and specialist services, to clean, repair, maintain, renew, alter or relay the Service Apparatus that serve the Property provided that the persons exercising this right must cause as little damage and inconvenience as reasonably practicable in doing so and make good immediately any damage caused to the Retained Land to the reasonable satisfaction of the Transferor
- (ii) Subject to there being adequate capacity and compliance with the proper requirements of the Utility Companies a right for the Transferee to connect into any Services laid under any part of the Retained Land which is unbuild upon and at points agreed by the Transferor or his successors in title such agreement not to be unreasonably withheld or delayed and to the free and uninterrupted passage of Services through any service media together with a right of access to the Retained Land at reasonable times and on reasonable notice to cleanse inspect repair maintain and renew such Services subject to the Transferor forthwith making good any damage caused in the exercise of such rights

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

12.3 Rights reserved for the benefit of the Retained Land

12.3.1 There are reserved out of the Property for the benefit of each and every part of the Retained Land the following rights:-

- (i) The right for the Transferor as owners or occupiers for the time being of the Retained Land, and all persons authorised by him or them, at all reasonable times on giving 7 days' previous notice in writing to the Transferee, or in the case of emergency without notice, to enter on the Property with or without workmen, materials and specialist services, to clean, repair, maintain, renew, alter or relay the Service Apparatus that serve the Retained Land provided that the persons exercising this right must cause as little damage and inconvenience as reasonably practicable in doing so and make good immediately any damage caused to the Property to the reasonable satisfaction of the Transferee
- (ii) A right of way with or without vehicles at all times and for all purposes in connection with the lawful use and occupation of the Retained Land in

Include words of covenant.

common with the Transferee over the Accessway subject to paying the Transferee on written demand a fair and reasonable proportion, according to use, as shall be determined by the Transferee of the costs and expenses properly incurred by the Transferee in keeping the Accessway in good repair

Restrictive covenants by the transferee

12.4 Restrictive covenants by the Transferee

12.4.1 The Transferee covenants with the Transferor to observe and perform the restrictions contained in clause 12.4.2 (the Transferee's Restrictions) and it is agreed and declared that:

12.4.1.1 the benefit of this covenant is to be attached to and enure for each and every part of the Retained Land

12.4.1.2 the burden of this covenant is intended to bind and binds each and every part of the Property into whosoever hands it may come but not so as to render the Transferee personally liable for any breach of this covenant arising after the Transferee has parted with all interest in the Property or the part of the Property on which such breach is committed

12.4.1.3 an obligation in the Transferee's Restrictions not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person

12.4.2 The Transferee's Restrictions are the following:-

- (i) Not to do anything in or upon or allow anything to remain in or upon the Property that may be or become a nuisance or cause annoyance, disturbance, inconvenience, injury or damage to the Transferor or the owner or occupier for the time being of any part of the Retained Land
- (ii) Not to plant any trees hedges shrubs or plants along the boundary of the Property between the points A – B on the Plan with a height greater than 7 feet nor to allow any existing trees hedges shrubs or plants planted after the date of this Transfer to grow to a height of more than 10 feet
- (iii) Not to obstruct or park any vehicles on the Accessway,

12.5 Restrictive covenants by the Transferor

12.5.1 The Transferor covenants with the Transferee to observe and perform the restrictions contained in clause 12.5.2 ('the Transferor's Restrictions') and it is agreed and declared that:

12.5.1.1 the benefit of this covenant is to be attached to and enure for each and every part of the Property

12.5.1.2 the burden of this covenant is intended to bind and binds each and every part of the Retained Land into whosoever hands it may come but not so as to render the Transferor personally liable for any breach of this covenant arising after the Transferor has parted with all interest in the Retained Land or any part of the Retained Land on which such breach is committed

12.5.2 The Transferor's Restrictions are the following:-

- (i) Not to do anything in or upon or allow anything to remain in or upon the Retained Land that may be or become a nuisance or cause annoyance, disturbance, inconvenience, injury or damage to the Transferee or the owner or occupier for the time being of any part of the Property
- (ii) Not to obstruct or park any vehicles on the Accessway

Other

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12.6 Positive covenants by the Transferee

12.6.1 The Transferee covenants with the Transferor that the Transferee will observe and perform the covenants and conditions contained or referred to in the property proprietorship and charges registers of the title number WSX281355 and so far as they relate to the Property and in so far as they are subsisting and capable of taking effect and will indemnify the Transferor and his estate against all actions, proceedings, damages, costs, claims and expenses which may be suffered or incurred by the Transferor or his estate in respect of any future breach or non-observance or non-performance of those covenants and conditions

12.6.2 The Transferee covenants with the Transferor as follows:

- (i) The Transferee will not make a disposal of the Property without procuring on or prior to completion of such disposal that the person in whose favour such disposal is made executes and delivers to the Transferor a deed of covenant in the form annexed to this Transfer.
- (ii) The Transferee will not make a disposal of the Property prior to completion of the Development without procuring on or prior to completion of

such disposal that the person in whose favour such disposal is made executes and delivers to the Transferor a legal charge in the same form as the charge entered into between the Transferee and the Transferor on the date hereof.

- (iii) The Transferee shall prior to the commencement of any development on the Property construct a fence to the specification agreed between the parties between the points marked A – B – C on the Plan
- (iv) To keep the Accessway in good repair and condition subject to the Transferor paying a fair and reasonable proportion of the costs and expenses properly incurred by the Transferee in keeping the Accessway in good repair in accordance with clause 12.7.1 (ii)

12.7 Positive covenants by the Transferor

12.7.1 The Transferor covenants with the Transferee as follows:

- (i) To forever hereinafter maintain in good repair and condition the fences marked with an inward "T" on the Plan between the points A – B – C as above.
- (ii) To pay to the Transferee on written demand a fair and reasonable proportion, according to use, as shall be determined by the Transferee, of the costs and expenses properly incurred by the Transferee in keeping the Accessway in good repair in accordance with clause 12.6.2(iv)

12.8 Restriction

12.8.1 The Transferee shall on completion apply to enter the following restriction in the proprietorship register of the Property: -

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Patrick Lewis Woodward and Kathleen Mary Woodward Or their conveyancer that the provisions of clauses 12.6.2 (i) and (ii) of a Transfer dated the _____ day of _____ 2018 have been complied with or that they do not apply"

12.9 Agreements and declarations

12.9.1 The Transferee and his successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of the Retained Land for building, development or any other purpose

12.9.2 The Transferee shall not be entitled to the continuance of, nor shall he by virtue of this transfer or the Law of Property Act 1925 Section 62 acquire any easement, right, privilege or advantage over or in respect of the Retained Land or acquire any appurtenant right referred

to in the property register of the abovementioned or be entitled to the benefit (which benefit is exclusively reserved to the Transferor) of or to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by any person with the Transferor or his predecessors in title to the Retained Land save in so far as is specifically granted in this transfer

13 Form of deed of covenant

H M Land Registry

Land Registration Act 2002

Administrative Area: West Sussex

Title Number:

Property:

- (iii) ("Adjoining Owner")
- (iv) ("New Owner")
- (v) ("The Current Owner")

Background

- (vi) The New Owner has agreed to purchase the Property
- (vii) The Adjoining Owner is the owner of the Retained Land
- (viii) The New Owner has agreed to enter into this Deed of Covenant pursuant to the terms of the Original Transfer

Particulars

Covenants	The covenants and obligations of the transferee contained in clauses 12.4 and 12.6 of the Original Transfer
Original Transfer	a transfer of the Property dated between Patrick Lewis Woodward and Kathleen Mary Woodward (1) Orchard Enterprises (Southern) Limited (2)
Property	the property known as Land at the rear of Felcourt 10 Barrack Lane Bognor Regis PO21 4BZ and registered at Land Registry under Title Number []
Retained Land	the property known as Felcourt 10 Barrack Lane Bognor Regis PO21 4BZ and registered at Land Registry under Title

The Deed of Covenant: -

Is made on the date set out on the front of this Deed

BETWEEN

- (ix) The New Owner;
- (x) The Adjoining Owner; and
- (xi) The Current Owner

Operative provisions

(xii) Construction

- a. References to the Property the Retained Land to include the whole and every part of the same.
- b. The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- c. The Particulars form part of this Deed

2 Covenant

The New Owner covenants with the Adjoining Owner that the New Owner:

- (xiii) Will comply with the Covenants insofar as the same are still subsisting and to the extent that the obligations comprised in the Covenants remain to be discharged; and

3 Release

- 3.1 The Adjoining Owner as owner of the Retained Land and for himself and his successors in title hereby releases the Current Owner from the Covenants with immediate effect

4 Execution

The parties have executed this Deed of Covenant as a deed and it is delivered on the date set out in the Particulars

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Remember to date this deed in panel 4.

13 Execution

Signed as a Deed by the said

PATRICK LEWIS

WOODWARD

Signature:

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Signed as a Deed by the said

KATHLEEN MARY

WOODWARD

Signature:

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Signed as a Deed by the said

Signature:

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Executed as a Deed by

ORCHARD ENTERPRISES

(SOUTHERN) LIMITED

acting by a director

Signature:

Director

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

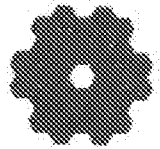
WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Official copy of register of title

Title number WSX281355 Edition date 07.06.2004

- This official copy shows the entries on the register of title on 23 FEB 2018 at 12:41:26.
- 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 23 Feb 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ARUN

- 1 (07.06.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Felcourt, 10 Barrack Lane, Bognor Regis (PO21 4BZ).

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 (07.06.2004) PROPRIETOR: PATRICK LEWIS WOODWARD and KATHLEEN MARY WOODWARD of Felcourt, 10 Barrack Lane, Bognor Regis, West Sussex PO21 4BZ.
- 2 (07.06.2004) The value as at 7 June 2004 was stated to be between £200,000 and £500,000.
- 3 (07.06.2004) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (07.06.2004) The Conveyance to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 (07.06.2004) A Conveyance dated 13 April 1923 made between (1) Albert Benjamin Hills (Vendor) and (2) Mabel Theodora Hullett (Purchaser) contains stipulations details of which are set out in the schedule of restrictive covenants hereto.

NOTE: No copy of the covenant to observe the said stipulations was

C: Charges Register continued

supplied on first registration.

- 2 (07.06.2004) The land is subject to the following rights reserved by a Conveyance of the land in this title dated 3 June 1958 made between (1) Kathleen Marguerite Cholmondeley Bartlett (Vendor) and (2) Beryl Bradley (Purchaser):-

"EXCEPTING AND RESERVING unto the owner or owners for the time being of the land on the West side thereof a right to drain water and soil through the drain into on or under the said land of the Vendor and thence into the main drain and also a right for such owner or owners as aforesaid to enter upon the property hereby conveyed for the purpose of cleansing and repairing the said drain and a right for him or them to take electricity through a separate meter through the cables at present situate on the land hereby conveyed"

Schedule of restrictive covenants

- 1 (07.06.2004) The following are details of the stipulations contained in the Conveyance dated 13 April 1923 referred to in the Charges Register:-

1. FENCES The Purchaser shall forthwith make and afterwards maintain good boundary hedges or fences on the said plot at the sides marked T on the said plan within the boundary as shewn
2. BUILDING LINE The Building Line from the road boundary shall be 30 feet from the centre of the boundary hedge Nothing is to be erected between the Building Line and the road but fences bay windows and architectural dressings
3. BUILDINGS The Purchaser shall submit plans showing the elevation and the position on the said plot of all buildings and additions proposed to be erected thereon to the Vendor and his approval thereto must be obtained before such building is commenced
4. VALUE OF BUILDINGS Only one detached house shall be built upon any plot except Plot 21. The value of any house erected on plots 1 to 7 inclusive shall be £1000 at the least and on the remaining plots the value of any house erected shall be £800 at the least Such values shall be taken at the first cost of labour and materials alone
- Note. The minimum cost of £800 or £1000 respectively mentioned applicable both to the Vendor and the Purchaser is based on the cost of building in May 1922 Should the cost increase or decrease it is agreed that this amount of £800 and £1000 should be on a sliding scale and increased or decreased accordingly the amount to be agreed between the Vendor and the Purchaser should any difference of opinion arise as to what the amount should be the decision of an Arbitrator to be appointed by the President of the Royal Institute of British Architects shall be binding on both parties
5. PROHIBITED TRADES No house or building shall be erected on the said plot which shall at any time be used for any shop or for trade manufacture or business whatsoever nor for any purpose which may be or become noxious or injurious to the adjoining property but the same shall be used as a private dwellinghouse only or for professional purposes with a garage or stables belonging thereto. Nothing in this clause contained however shall prohibit Lot 21 from being used for the purpose of Tennis Courts or for a pavilion being erected thereon if required
6. STUMPING LOTS The Plot being once stumped off by the Vendor or his Surveyor the Purchaser shall maintain the boundary marks and be answerable for their correctness.

NOTE: No copy of the plan referred to in clause 1 above was supplied on first registration.

End of register

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.

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 HM Land Registry.

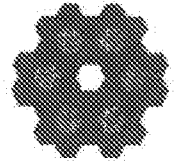
This official copy is issued on 23 February 2018 shows the state of this title plan on 23 February 2018 at 12:41:27. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

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.

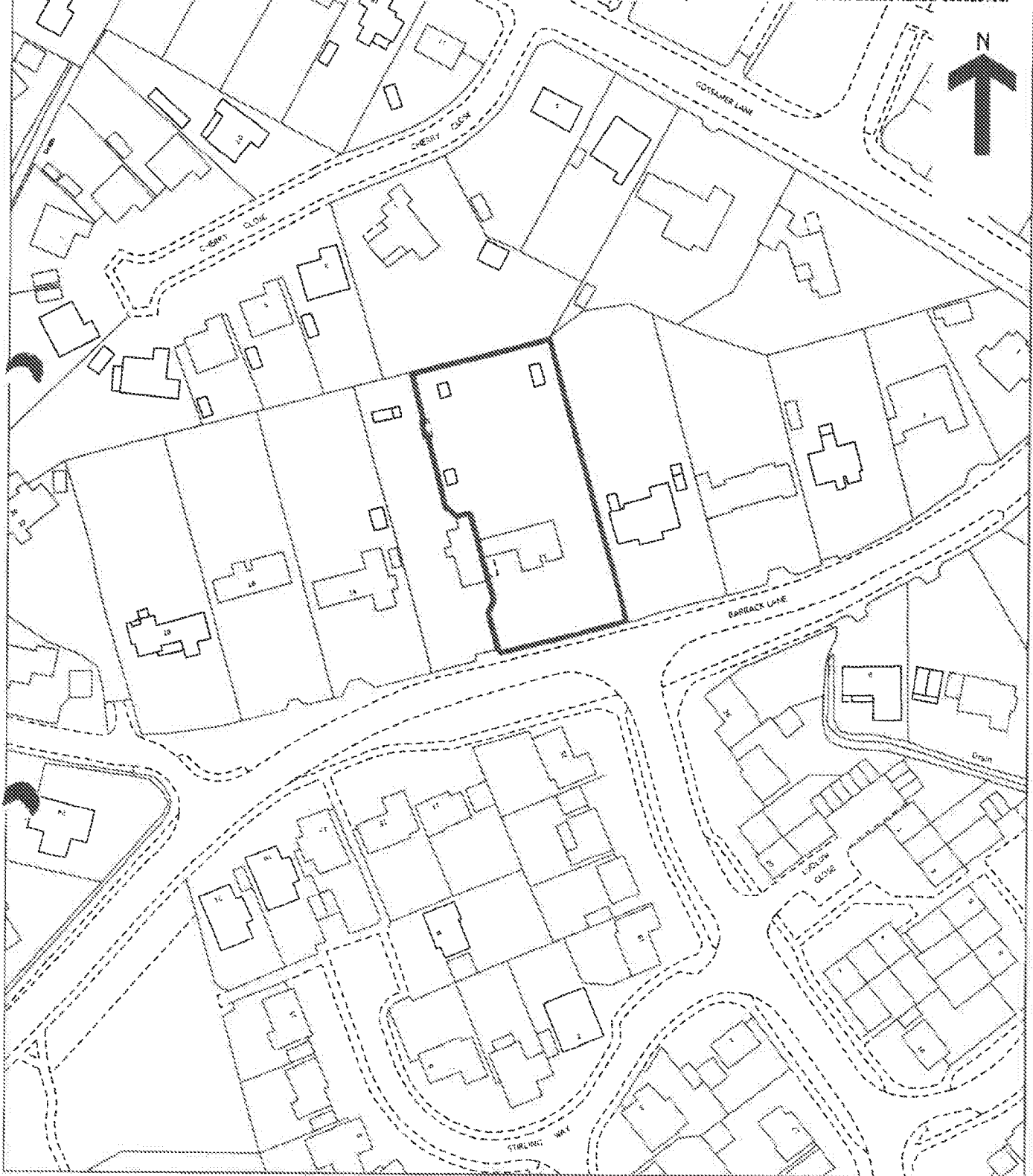
This title is dealt with by the HM Land Registry, Durham Office .

HM Land Registry
Official copy of
title plan

Title number **WSX281355**
Ordnance Survey map reference **SZ9198NW**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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This official copy is incomplete without the preceding notes page.

