

DATED

26th October 2017

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

RELATING TO LAND AT

14 PRINCESS AVENUE, BOGNOR REGIS, WEST SUSSEX. PO21 2QT

Party:

MRS BEVERLEY JANE WOODLAND

OF

14 PRINCESS AVENUE, BOGNOR REGIS, WEST SUSSEX. PO21 2QT

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13.	[Mortgagee's consent] (this will be removed if there is no mortgagee) Error! Bookmark not defined.	

THIS DEED is dated 26th October 2017

- (1) Mrs Beverley Jane Woodland of 14 Princess Avenue, Bognor Regis, West Sussex. PO21 2QT

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 £3484.00 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 resubmission of application AW/71/17/OUT, conversion of the property into five self contained flats 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/328/17/OUT.

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

Property: the freehold land at 14 Princess Avenue, Bognor Regis, West Sussex. PO21 2QT shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX51024.

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 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 Mrs Beverley Jane Woodland at: 14 Princess Avenue, Bognor Regis, West Sussex. PO21 2QT;

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.

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 Mrs Beverley
Jane Woodland

In the presence of:-
Andrew David James Knowles
20 St Andrews Road,
Worthing, West Sussex. BN13 1HN.
Chartered Building Surveyor



Map Information

Scale 1:1250
Date: 20/05/16
Reference SBS221
Order No: 1680355

Location Plan. Ref: SBS/221

14 Princess Avenue,
Bognor Regis,
West Sussex.
PO21 2QT

FIND
PROFESSIONAL MAPPING INTELLIGENCE

Created at findmap.co.uk

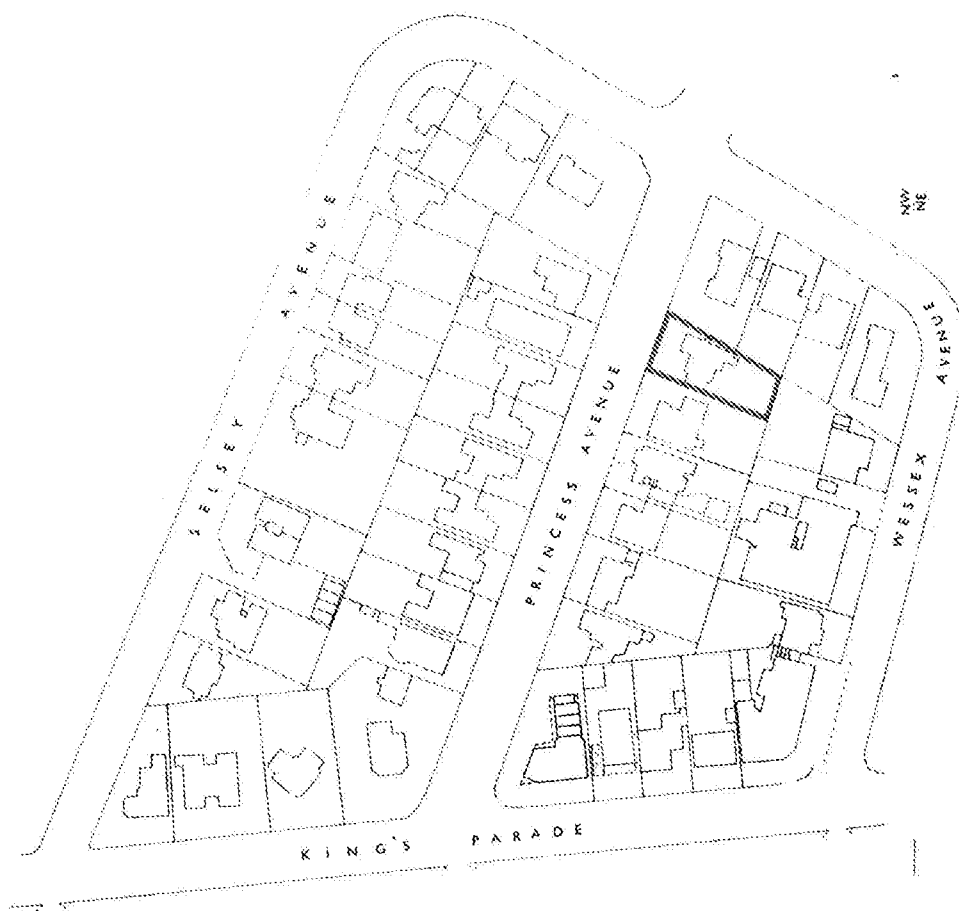


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H. M. LAND REGISTRY

NATIONAL GRID PLAN . SZ 9298 SECTION B
WEST SUSSEX

Scale 1/1250
ARUN DISTRICT



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TITLE No. WSX 5 102 4



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Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 21 June 1935 referred to in the Charges Register:-

The Purchasers as to the land hereby conveyed and with intent to bind all persons in whom the said land or any part thereof shall for the time being be vested but not so as to be personally liable in damages for any breach of the said covenants committed after he shall have parted with all interest in the land in respect of which such breach shall have occurred hereby covenants with the Vendor that he the Purchaser and the persons deriving title under him will perform and observe the said restrictive and other covenants.

THE FIRST SCHEDULE above referred to

1. Than no house or business premises should be erected on any part of the land hereby agreed to be sold of a less prime cost than One thousand two hundred pounds for a single house or Two thousand pounds for a pair exclusive of the cost of the land.
2. No Hotel shall be erected on any part of the said land of a less prime cost than Five thousand pounds exclusive of the cost of the land.
3. That no hut caravan or temporary building shall be erected or placed or allowed to remain on any part of the said land except sheds or workshops used in connection with any building operations. The said land or any buildings there on shall not be used for any noxious noisome or offensive trade business or manufacture nor so as to become a nuisance or annoyance to any of the adjoining or neighbouring owners or occupiers or as an asylum for the reception of lunatics or idiots.

THE SECOND SCHEDULE above referred to

1. No building other than boundary fences shall be erected in front of the building line shewn on the said plan.
2. No house or building erected on any part of the said land shall be used for any other purpose than as a private or professional residence or as a private school or for the letting of apartments.
3. The Purchaser shall submit plans and elevations of all buildings proposed to be erected on the said land or of any additions or alterations to such buildings for the approval in writing of the Vendor or his Surveyor such approval to be obtained before the commencement of any work in connection therewith.
4. The roofs of all buildings which shall at any time be erected on the said land shall be of standard size English made sandfaced tiles.
5. The Purchaser shall not open or tear up any part of the paths or carriageways of the roads for any purpose whatsoever without the written consent of the Vendor first had and obtained and will properly reinstate any such pathway or carriageway opened as aforesaid as soon as possible after any such opening. The Purchaser shall pay to the Vendor a deposit of Two guineas for each such opening as aforesaid to be refunded by the Vendor to the Purchaser on the reinstatement of the pathway or carriageway to the satisfaction of the Vendor or his Surveyor.
6. The Purchaser shall forthwith erect a fence on the South side of the property hereby contracted to be sold.

NOTE: No dimensions for the building line referred to in clause 1 of the Second Schedule above were shown on the plan to Conveyance dated 21 June 1935.

End of register

Title number WSX51024

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 10 JAN 2017 at 19:39:29. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (27.03.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 14 Princess Avenue, Bognor Regis (PO21 2QT).
- 2 The land has the benefit of the following rights granted by the Conveyance dated 21 June 1935 referred to in the Charges Register:-

"TOGETHER with the appurtenances (if any) but not including any easements or implied easement of light or air over the adjoining or adjacent land of the Vendor."

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 (13.10.2009) PROPRIETOR: BEVERLY JANE WOODLAND of 14 Princess Avenue, Aldwick, Bognor Regis, West Sussex PO21 2QT.
- 2 (13.10.2009) The price stated to have been paid on 5 October 2009 was £316,500.
- 3 (13.10.2009) 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 5 October 2009 in favour of Barclays Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 A Conveyance of the land in this title dated 21 June 1935 made between (1) Herbert William Seymour (Vendor) and (2) Leslie Norman Lewis (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (13.10.2009) REGISTERED CHARGE dated 5 October 2009.
- 3 (13.10.2009) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of P.O. Box 187, Leeds LS11 1AN.
- 4 (13.10.2009) The proprietor of the Charge dated 5 October 2009 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Title Number : WSX51024

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

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 10 JAN 2017 at 19:39:29 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: WSX51024
Address of Property	: 14 Princess Avenue, Bognor Regis (PO21 2QT)
Price Stated	: £316,500
Registered Owner(s)	: BEVERLY JANE WOODLAND of 14 Princess Avenue, Aldwick, Bognor Regis, West Sussex PO21 2QT.
Lender(s)	: Barclays Bank PLC