

DATED

29 September 2019

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

**RELATING TO LAND AT
SPRINGFIELDS, CHICHESTER ROAD, BERSTED**

Parties:

OWNER

MRS LINDA THORNE AND MR JOHN DAVID PAIGE

**SPRINGFIELDS
CHICHESTER ROAD
BOGNOR REGIS
WEST SUSSEX
PO21 5EE**

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THIS DEED is dated 29-9-19 *

(1) OR (INDIVIDUAL):

MRS LINDA THORNE AND MR JOHN PAIGE of SPRINGFIELDS,
BERSTED, BOGNOR REGIS, WEST SUSSEX, PO21 5EE **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 owns the Property
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) In consideration of Pagham Harbour policy ENV DM2 of the Local Plan 2011-2031, and Cabinet's approval of the tariff based system on 20 July 2015 and a reduction in the tariff on 10 April 2017, 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 £871.00 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 1 No.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 BE/100/19/PL.

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

Property: the freehold land at SPRINGFIELDS, PO21 5EE, shown edged red on the Plan and registered at HM Land Registry with absolute title under title number SX10803

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, Localism Act 2011 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 Linda Thorne & Mr John Paige at: Springfields, Bersted, Bognor Regis, West Sussex, PO21 5EE.
- 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

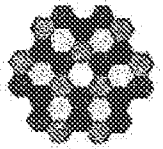
A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

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 LINDA CLAIRE THORNE JOHN DAVID PAIGE In the presence of:- [WITNESS FULL NAME] [WITNESS FULL ADDRESS] [WITNESS OCCUPATION]	OWNER SIGNATURE WITNESS SIGNATURE COLIN ERNEST ANDREWS 22A CRESENT RD BOGNOR REGIS PO21 1QG RETIRED
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Official copy of register of title

Title number SX10803

Edition date 24.03.2015

- This official copy shows the entries on the register of title on 14 MAY 2018 at 11:57:43.
- 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 14 May 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 (23.12.1937) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Springfields, Chichester Road, Bognor Regis (PO21 5EE).
- 2 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

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 (24.03.2015) PROPRIETOR: LINDA CLARE THORNE and JOHN DAVID PAIGE of Springfields, Chichester Road, Bognor Regis PO21 5EE.
- 2 (24.03.2015) The price stated to have been paid on 2 March 2015 was £400,000.

C: Charges Register

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

- 1 The land is subject to the following rights granted by a Transfer of the land edged and numbered SX52114 in green on the title plan dated 18 September 1962 made between (1) Geoffrey Alan Cobham (Transferor) and (2) Harry Da Costa (Transferee):-

"A right of way (in common with the transferor and all persons authorised by him) at all times and for all purposes over the drive coloured brown on the said plan TOGETHER ALSO with the right to the passage and running of sewage water and soil through the drain laid under the transferor's land adjoining the land hereby transferred on the North East side thereof into the cesspit situate on the said

C: Charges Register continued

adjoining land the Transferee and his successors in title at all times maintaining and keeping the said drain and cesspit clean and in good repair AND TOGETHER ALSO with the right at all reasonable times hereafter to enter upon the said adjoining land of the Transferor for the purpose of cleansing repairing and maintaining the said drain and cesspit doing as little damage as possible to the transferors land and compensating him for any damage caused by such entry and restoring the surface of the soil without unnecessary delay."

NOTE: The drive coloured brown on the transfer plan is tinted brown on the filed plan. The approximate positions of the drain and cesspit as shown on the Transfer plan are shewn on the filed plan.

- 2 The land is subject to rights in respect of a gas main or pipe granted by a Deed dated 25 February 1970 made between (1) Geoffrey Alan Cobham (2) William Walter Heath and Aubrey Percy Goodwin and (3) Southern Gas Board.

The said Deed also contains restrictive covenants for the protection of the said gas main or pipe.

NOTE: Copy Deed filed.

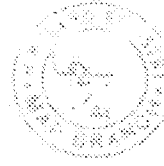
End of register

The electronic official copy of the register follows this message.

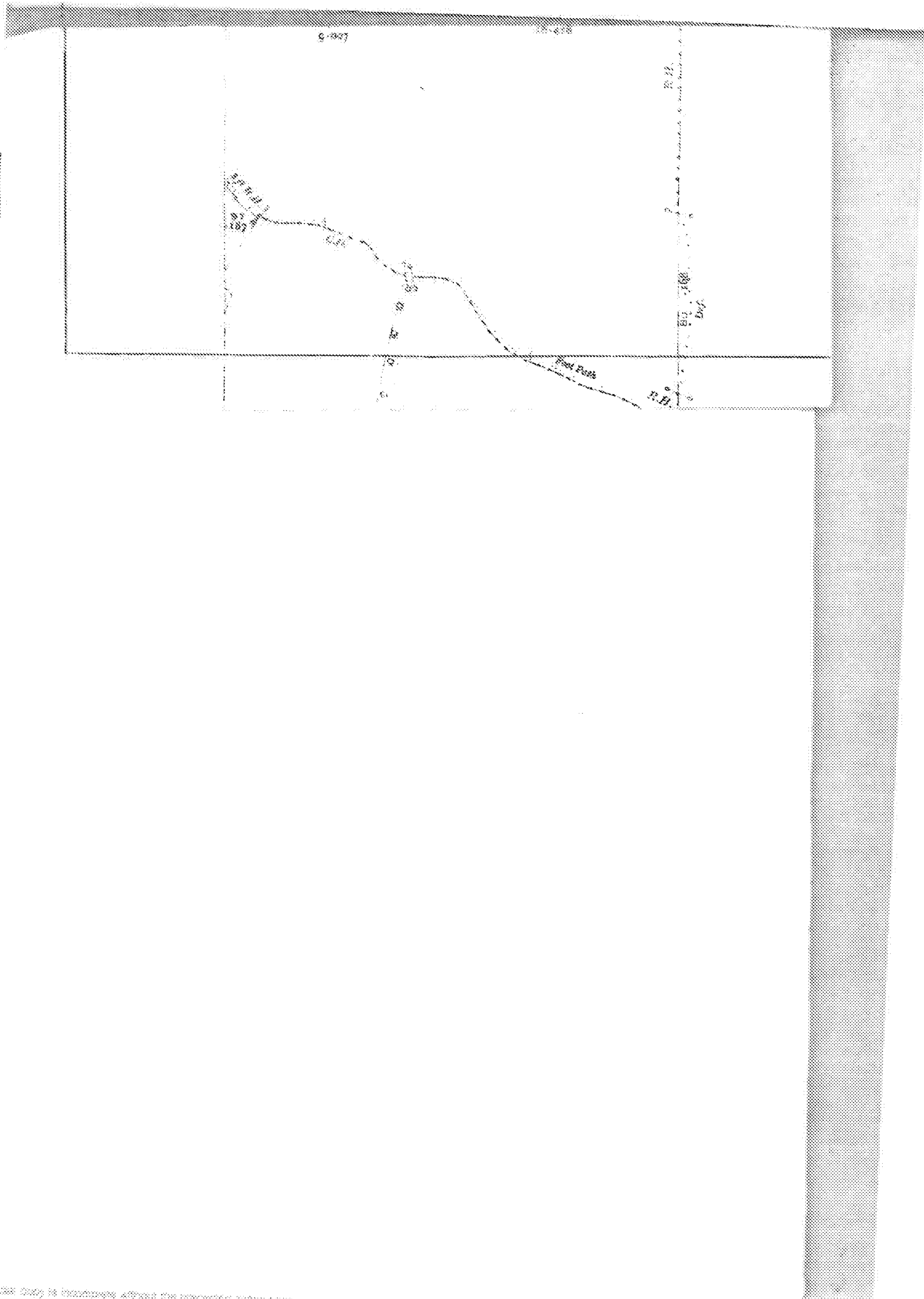
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

178
38.143

SX 123331



171
22.817



WSX 51172

92
29-228

95
21-276

94
5-39

93
962

Babsham Farm



132
36-493

122
1-288

SX14600

130
22-202

FR

133
5-360

Loats Lane

8-131

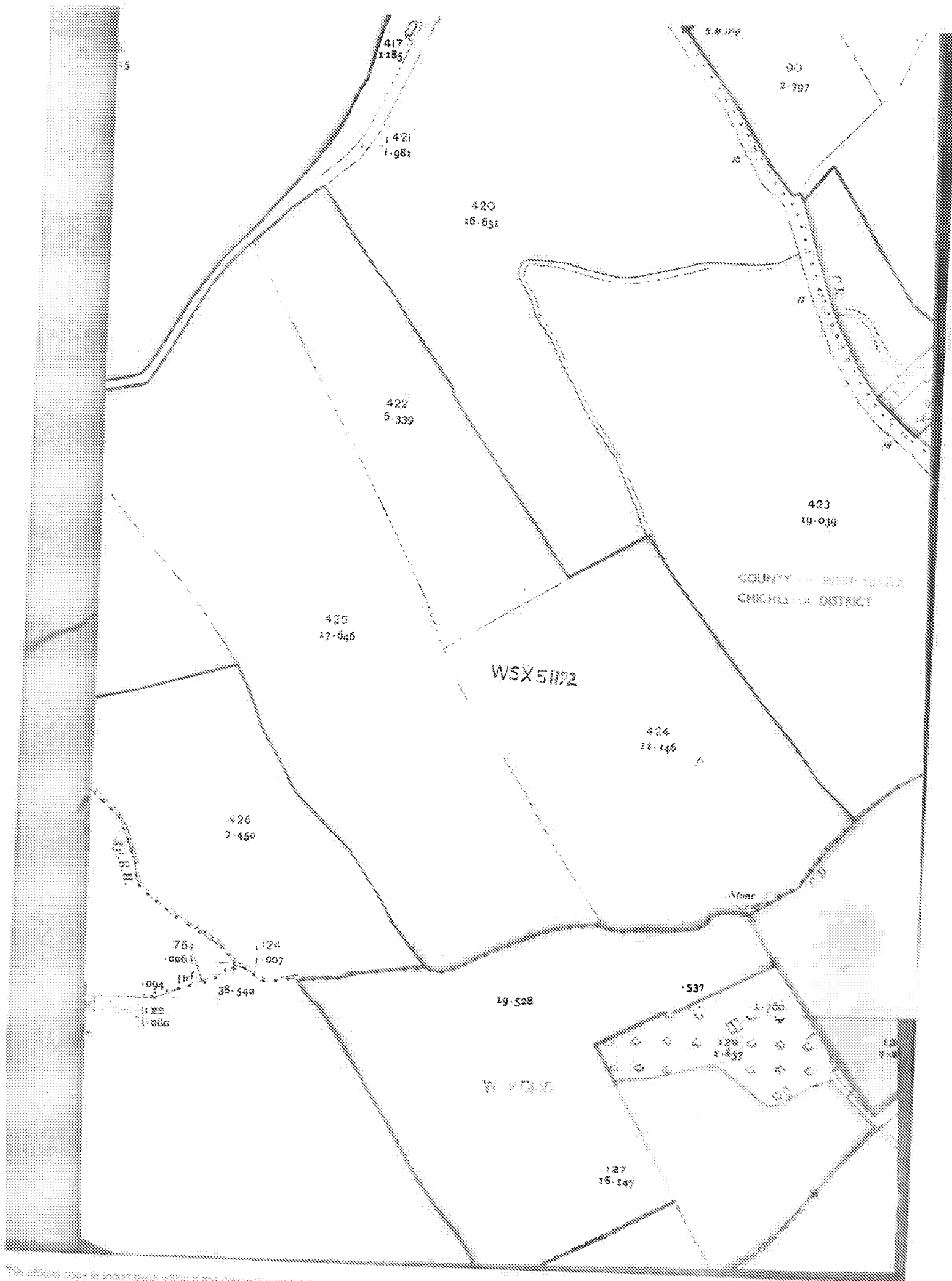
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2-253

133
3-709

131
7-763

136
4-214

137
1-471



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WSX 51192

30 R.H.

19 629

427
10-721

MERSTON PARISH

72
42-552

74
8-863

38-262

72
1-453

76A
145

685

72
793

78
313

74
2-099

Park Farm

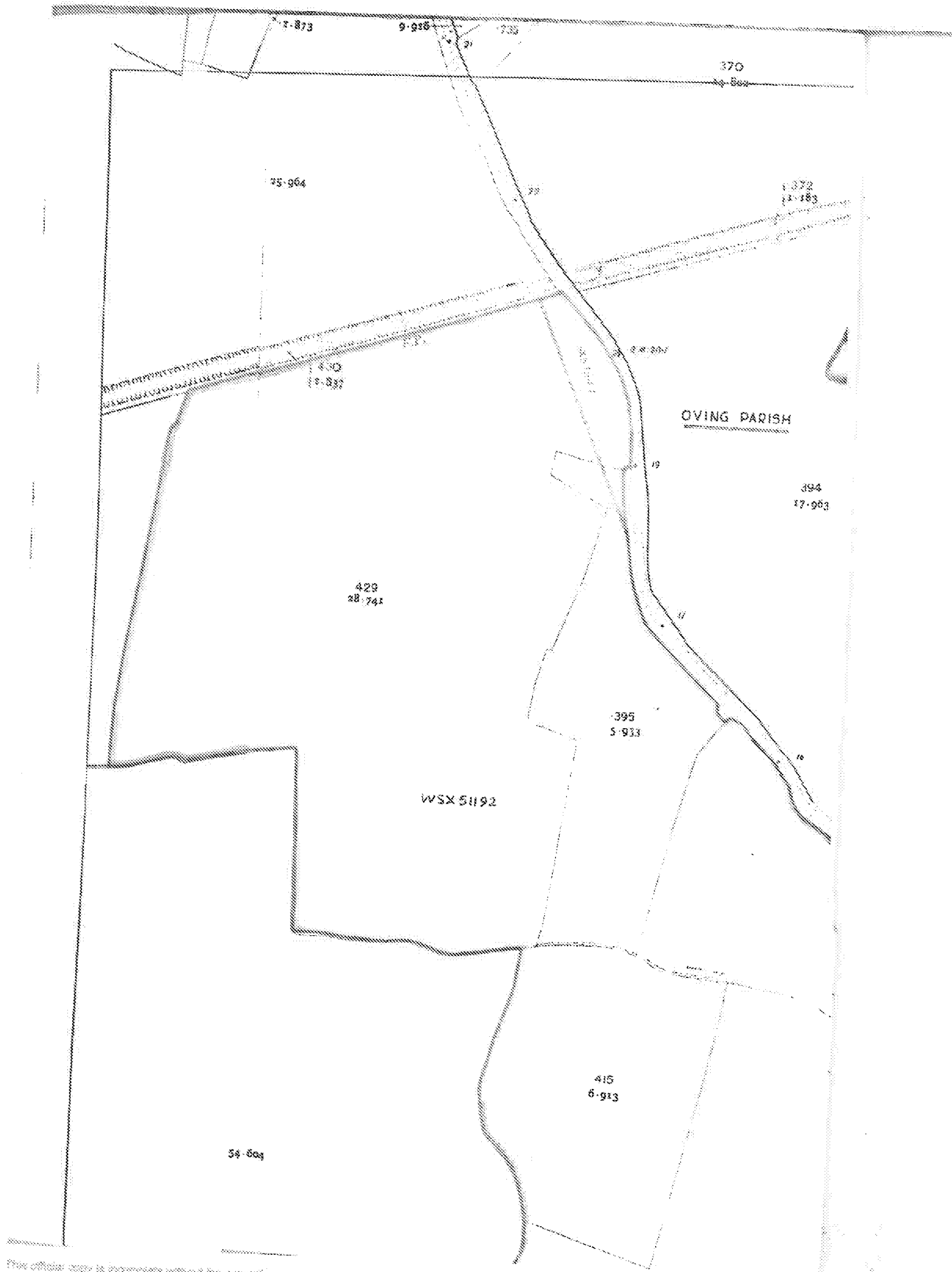
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77
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R.H.

300

R.H.



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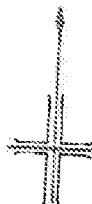
352
6.293

27.356

North

75
813

Manor Farm



387
12.674

PLAN AND LAYOUT
of Title No. SX 10800

Scale $\frac{1}{2500}$

BY JOYING, BERRSTED & MERSTON
S. SUSSEX LXI.10; LXII.13; LXXIV.1

400
57.039

399
5.047

407
4.433

406
3.192

405
3.241

85
6.130

BERRSTED PARISH

84
29.453

83
6.200