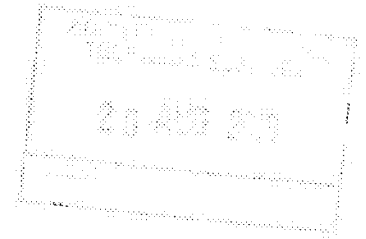


DATED

23.10.2018



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

**RELATING TO LAND AT 42 WESTFIELD, BOGNOR REGIS, WEST SUSSEX
PO22 9HF**

Parties:

OWNER [LINDA HELLER

and

[MORTGAGEE – N/A]

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THIS DEED is dated [23/10/2018]

(1) *EITHER (COMPANY):

[N/A] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **Owner**

*OR (INDIVIDUAL):

[Linda Heller] of [42 Westfield Bognor Regis West Sussex Po22 9HF] **Owner**

* Remove if not applicable

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)
- (E) 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 £[871.00] 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 [1no Detached 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 [PP-07278015]. BE/107/18/PL

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

Property: the freehold land at [42 Westfield Bognor Regis Po22 9HF] shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) [WSX332795].

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 [Linda Heller] at: [42 Westfield Bognor Regis West Sussex Po22 9HF];

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

1.
Signed as a Deed by [Linda Heller]

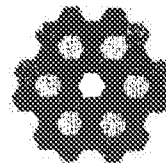
[REDACTED]

OWNER SIGNATURE

In the presence of:-
[John Michael Green]
[10 Wyde Feld Bognor Regis West
Sussex Po21 3DH]
[Director Roofing Company]

[REDACTED]

WITNESS SIGNATURE



Official copy of register of title

Title number WSX332795 Edition date 21.01.2010

- This official copy shows the entries in the register of title on 21 January 2010 at 14:13:52.
- 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 21 January 2010.
- 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 Portsmouth Office.

A: Property register

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

WEST SUSSEX : ARUN

- 1 (17.01.1973) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 42 Westfield, Bognor Regis (PO22 9HF).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 11 August 1978 referred to in the Charges Register.
- 3 The Transfer dated 11 August 1978 referred to above contains a provision as to light or air.

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 (21.01.2010) PROPRIETOR: LINDA HELLER of 42 Westfield, Bognor Regis, West Sussex PO22 9HF.
- 2 (21.01.2010) The price stated to have been paid on 11 December 2009 was £160,000.

C: Charges register

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

- 1 The land is subject with other land to an annual payment of £12.9.7d. to the Society for the Relief of the Sons of the Clergy.
- 2 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 22 December 1972 made between (1) G. Money & Sons Limited (Vendor) (2) The Urban District Council of Bognor Regis and (3) Willett Homes Limited (Purchaser):-

"(1) A right of access to and passage over any road now or within eighty years hereafter constructed over the land hereby conveyed.

(2) A right to maintain the existing surface water drainage as now enjoyed by the adjoining property of the Vendor shown edged green on the plan annexed hereto over the property hereby conveyed.

(3) A right to enter on the land hereby conveyed to construct and maintain service pipes and cables to give access to and connection with (a) The sewer or drain referred to in the said Deed (b) any other service pipes or cables now or within eighty years hereafter under or over the land hereby conveyed".

NOTE: The property edged green referred to is the property to the north known as Manor Farm. The said Deed referred to is dated 7 September 1972 made between (1) The Urban District Council of Bognor Regis and (2) G. Money & Sons Limited and relates to a sewer or drain in land to the south-east of the land in this title

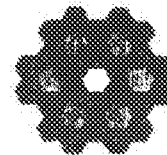
- 3 A Transfer of the land in this title and other land dated 11 August 1978 made between (1) Willett Homes Limited and (2) Timothy William Robinson and Dawn Sylvia Rich contains restrictive covenants.

NOTE: Original filed under WSX26563.

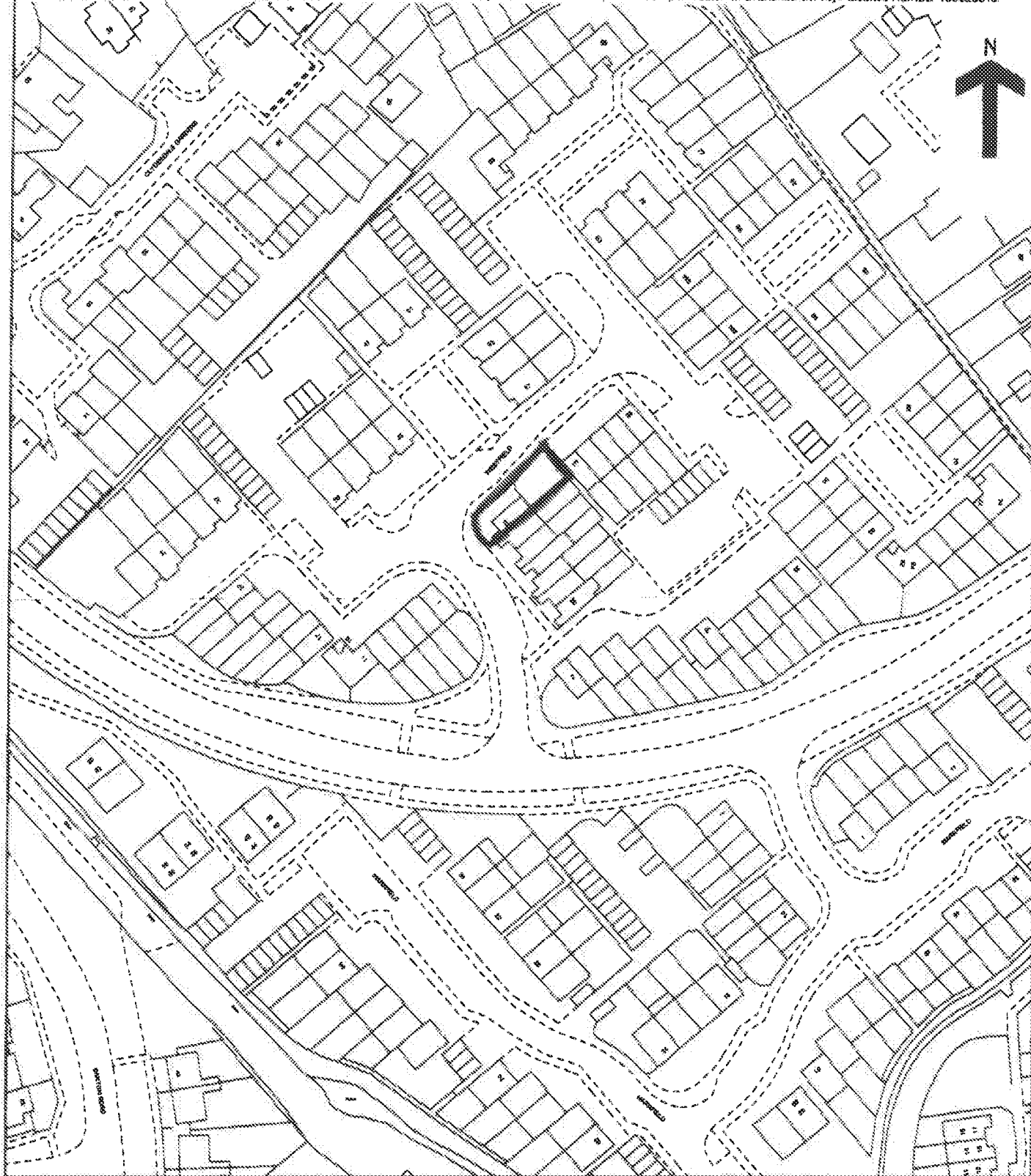
End of register

Land Registry Official copy of title plan

Title number **WSX332795**
Ordnance Survey map reference **SU9201SE**
Scale **1:1250**
Administrative area **West Sussex: Arun**



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This official copy issued on 21 January 2010 shows the state of this title plan on 21 January 2010 at 14:13:52. 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. See Land Registry Public Guide 19 - Title Plans and Boundaries.

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