

Dated _____ 2017

The Owner: Danny Junior Keet

With Consent of mortgagee: Lloyds Bank plc

In favour of Arun District Council

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 Concerning Land
At The Royal Hotel, The Esplanade, Bognor Regis, West Sussex, PO21 1SZ

Planning Application Ref: BR/...../17

Contributions for:

Affordable Housing and being within Zone b of Pagham Harbour (Access
Management at Pagham Harbour)

Access Management Contribution £10,200

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
BN17 5LF



THIS UNILATERAL UNDERTAKING is given this _____ 2017

By

Of Danny Junior Keet of Meadow View, Highground Lane, Barnham, West Sussex,
("the Owner")

With the consent of

Of Lloyds Bank plc of Pendeford Securities Centre, Pendeford Business Park,
Wobaston Road, Wolverhampton, WV9 5HZ

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

IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road
Littlehampton BN17 5LF ("the Council")

1. Background

- 1.1 The Owner is the freehold owner of the Land, registered under title
WSX270543
- 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 “Natura 2000 network” means a site designated under European Directives 92/43/EEC The Habitats Directive and 2009/147/EC (consolidated version of 92/47/EEC and amendments) The Birds Directive. Transposed into UK law through the Conservation of Habitat and Species Regulations 2010.
- 2.5 “Application” means the planning application number Ref BR/155/15 for planning permission made by the Owner to develop the Land by
- 2.6 “Access Management Contribution” means the sum of £10,200 for the purpose of delivering mitigatory actions at Pagham Harbour, which is a designated part of the European Natura 2000 network, arising from this development. This shall include the employment of a 0.5 FTE warden, dog project, additional signage and interpretation material and future monitoring. The figure of £10,200 is based upon £1,275 per additional dwelling
- 2.7 “Land” means the land at The Royal Hotel, The Esplanade, Bognor Regis, West Sussex, PO21 1SZ
- 2.8 “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 Access Management Contributions 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

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

- 7.1 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

SIGNED AS A DEED by the Owners and Mortgagee the day and year first above written

SIGNED as a DEED
by

in the presence of:-

WITNESS NAME
WITNESS ADDRESS

WITNESS OCCUPATION

THE CORPORATE SEAL OF

The Mortgagee was hereunto affixed

In the presence of :-

Director/Secretary/Authorised under
Power of Attorney