

Dated 19th September 2017

The Owner: Danny Junior Keet and Mrs Jean Deborah Van Biele

With Consent of mortgagees: Lloyds Bank plc, Colin William Reynolds
and Denton & Co Trustees Limited

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/130/17

Contributions for:

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

Affordable Housing Contribution £0

Access Management Contribution £6,968

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

19th September

THIS UNILATERAL UNDERTAKING is given this _____ 2017

By

Of Danny Junior Keet of Meadow View, Highground Lane, Barnham, West Sussex, PO22 0BT and Jean Deborah Van Biene of Demar House, 14 Church Road, East Wittering, Chichester, West Sussex, PO20 8PS ("the Owner")

With the consent of Lloyds Bank plc of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ, Colin William Reynolds of Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE and Dentons & Co Trustees Limited of Sutton House, Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE ("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 and leasehold owners of the Land, registered under title numbers WSX270543, WSX362513, WSX367322, WSX151442, WSX367327, WSX367328, WSX367329, WSX367334, WSX367330, WSX367331 and WSX367332.
- 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/130/17 for planning permission made by the Owner to change of use of hotel & function room/licensed bar (C1 Hotel) to 18No. flats (C3 Dwelling houses). This application affects the character and appearance of The Steyne Conservation Area. Resubmission of BR/155/15/PL.
- 2.6 "Affordable Housing Contribution" means the sum of £0 for the purpose of providing or helping to provide Affordable Housing as Affordable Housing is defined within Annex 2 Glossary National Planning Policy Framework dated 27 March 2012 as amended from time to time
- 2.7 "Access Management Contribution" means the sum of £6,968 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.
- 2.8 "Land" means the land at The Royal Hotel, The Esplanade, Bognor Regis, West Sussex, PO21 1SZ.
- 2.9 "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 Affordable Housing and 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 provided that in the case of variations this shall only apply if the sum of Affordable Housing Contribution stays the same

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

SIGNED as a DEED
By Danny Junior Ke

in the presence of:-

WITNESS NAME

WITNESS ADDRESS

P LOVERIDGE
14 CHURCH ROAD, EAST WITTERING,
CHICHESTER, WEST SUSSEX, PO20 8PS

WITNESS OCCUPATION

BUSINESS CONSULTANT

SIGNED as a DEED
By Jean Deborah Van Biene

in the presence of:

WITNESS NAME

WITNESS ADDRESS

P LOVERIDGE
14 CHURCH ROAD, EAST WITTERING,
CHICHESTER, WEST SUSSEX, PO20 8PS

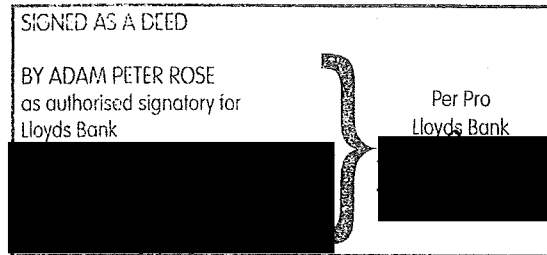
WITNESS OCCUPATION

BUSINESS CONSULTANT.

THE CORPORATE SEAL OF

The Mortgagee Lloyds Bank plc was hereunto affixed

In the presence of :-



Director/Secretary/Authorised under

The Mortgagee Colin William Reynolds

In the presence of :-

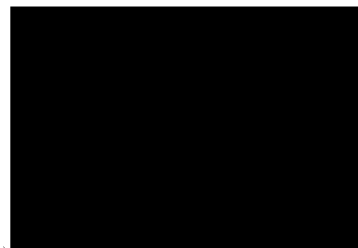


14 CHURCH ROAD
EAST WITTERING, CHICHESTER
WEST SUSSEX
PO20 8PS

The Mortgagee Dentons & Co Trustees Limited

Director/Secretary/Authorised

In the presence of :-



Power of Attorney

1. Appointment

By this power of attorney made by deed on 8th August 2016, we Lloyds Bank plc, a company incorporated in England and Wales, registered number 0002065, with its registered office at 25 Gresham Street, London, EC2V 7HN (the "**Bank**"), hereby appoints each of the individuals (each an "**Attorney**" and together the "**Attorneys**") whose details are set out in the schedule ("**Schedule**"), to this power of attorney to be the Bank's attorney and on its behalf and in its name or otherwise in connection with the preparation of security documents, taking of and release and/or discharge of security by the Bank for its Commercial Banking business (the "**Purpose**") jointly and severally, to be the Bank's true and lawful attorneys and on its behalf and in its name or otherwise, in connection with their roles as detailed within the Schedule to this power of attorney to:

- a. sign, seal, execute and deliver any deed or document necessary or desirable, as may be required in connection with the Purpose and to which the Attorneys' roles relate including to:
 - i. vacate, receipt, discharge, release, surrender, convey, re-convey, assign or re-assign any mortgage, charge, debenture or other security held by the Bank;
 - ii. postpone, defer, subordinate, or otherwise regulate the priority or ranking of any mortgage, charge, debenture or other security held by the Bank;
 - iii. grant easements over or impose covenants on, consent to the letting, underletting, assignment, surrender or alteration of any freehold or leasehold property held by the Bank as trustee or nominee or charged to the Bank;
 - iv. convey, transfer, assign, lease, let, under-let, surrender, sell or consent to dealings with or the imposition of encumbrances upon any real or personal property charged to the Bank;
 - v. vary, alter, amend, revise, replace or substitute any deed or document to which the Bank is a party; and
 - vi. register the Bank as chargee (as appropriate) in the registers of land charges, pending actions, writs and orders affecting land or deeds of arrangement affecting land under the Land Charges Act 1972, at the Land Charges Department, and to apply for the cancellation, rectification, and continuation in any register of any entry recording the Bank as chargee or in respect of which the Bank is otherwise entitled to apply; and
- b. take any steps or do any thing which the Attorney in his or her absolute discretion considers necessary or desirable in connection with the Purpose, excluding the delegation to other parties in relation to the Purpose of the authority conferred herein.

2. Ratification and indemnity

By this deed the Bank undertakes to:

- a. ratify and confirm any lawful act that the Attorney undertakes or purports to undertake in good faith in the exercise of the powers conferred by this power of attorney; and
- b. indemnify the Attorney, subject to any legal and/or regulatory restrictions or prohibitions to do so, fully against all claims, losses, costs, expenses, damages or liability which he or she sustains or incurs as a result of any lawful action taken by him or her in good faith pursuant to this power of attorney, including any cost incurred in enforcing this indemnity.

3. Duration

This power of attorney shall be valid for a period of 12 months from the date hereof. Notwithstanding the previous sentence, this power of attorney shall cease to have effect if the Attorney ceases to hold the role and/or carry the title set out in the Schedule to this power of attorney next to his or her name, or if revoked by the Bank at any other time by serving notice in writing to the Attorney.

4. Third parties

The Bank declares that a person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

5. Governing law

This power of attorney (and any non-contractual obligations arising from it) shall be governed by, and construed in accordance with, the laws of England and Wales to the exclusive jurisdiction of whose courts the Bank submits by executing this deed, and the Attorney submits by purporting to act under its terms.

IN WITNESS whereof this power of attorney has been duly executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed
by **Lloyds Bank plc**
acting by its authorised attorney

)
)
)



.....
Donna Trapnell
Authorised Attorney

8/8/2016

in the presence of:



Witness signature:

Witness name:

..... ROISIN SOMERS

Witness address:

..... CITYMARK, 150 FOUNTAINBRIDGE,
EDINBURGH, EH3 9PE

Schedule
referred to in the foregoing Power of Attorney of Lloyds Bank plc

All job titles referred to are roles within Lloyds Bank plc, unless stated to the contrary

First Name(s)	Surname	Job Title	Place of Work
Aneel	Ahmed	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Amrit Kaur	Bansal	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Thomas Oliver	Belfort	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Andrew Jeffrey	Birch	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Ainsley Rose	Bowater	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Lynne	Burns	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Robert James	Carter	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Malcolm Joseph	Clarke	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Parmjit Kaur	Dhaliwal	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Rebecca Jean	Dukes	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Jade Melissa	Ebblewhite	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Ruth Alison Clare	Ewins	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Paul	Geldard	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Karen Lynn	Humphries	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Pia	James	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Richard David	Jones	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Rashpal Kaur	Lally	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ

Ashley Jon	Mackriel	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Joanne Louise	Male	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Craig John	Mills	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Valerie Mary	Moffatt	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Darren	Neesham	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Kafui	Nyarko	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Lisa Jane	Packham	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Hannah Nicole	Rainey	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Ian Paul	Redgate	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Glen	Roberts	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Adam Peter	Rose	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Natalie	Thomas	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
David William	Townsend	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Georgina Elizabeth	Wilkinson	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Aileen Diane	Williams	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Lorna Margaret	Wilson	Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Joseph Keith	Witton	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ
Emma Louise	Wright	Specialist Securities Officer	Pendeford Securities Centre, Wobaston Road, Wolverhampton, WV9 5HZ