

IMPORTANT: PLEASE READ THESE NOTES BEFORE COMPLETING THE ATTACHED DOCUMENT.

The attached document is called a Planning Obligation Unilateral Undertaking and is often referred to as a Section 106 Agreement. When you develop a piece of land or property in the area indicated on the attached map as 'Pagham Harbour buffer Zones A & B', you are required to pay a contribution towards preserving this area. It is referred to as Pagham Harbour Access Management Contribution.

The amount that you are required to contribute is worked out [REDACTED]

The reason for this contribution is because Pagham Harbour is designated as a Special Protection Area and Ramsar site, meaning that it is recognised at an international level in terms of playing an important role linked to the movement of species, specifically waders and wildfowl.

A full explanation can be found on the following link:

<http://www.arun.gov.uk/planning-obligations>

Once you have completed and signed your Unilateral Undertaking it must be returned to the Council, with all the supporting documents for checking, together with the legal fee.

CHECKLIST OF SUPPORTING DOCUMENTS TO SEND IN WITH THIS LEGAL AGREEMENT:

1. Proof of Ownership Documents:

- * An up to date Official Copy of the Land Registry Title Register and
- * Title Plan relating to the property/land that is the subject of the Planning Application.

Details about ordering these documents can be found on the official Land Registry Website: <https://www.gov.uk/search-property-information-land-registry>

You need to provide the Council with the above documents to prove your ownership of the Property, and your ability to complete the attached legal document as the owner. It will be apparent from the Title Register if anyone else has an interest in the Property that ought to be a party to the deed, such as a Mortgagee.

2. Payment:

Payment can be made by:

- * Cheque made payable to Arun District Council
- * Debit or Credit Card Payment by telephoning [REDACTED] You must have the planning application reference number and make it clear you are paying the Legal checking fee for the Unilateral Undertaking in respect of the Pagham Harbour Access Management Contribution not the planning application fee

You will only need to pay the actual contribution at the point of commencing work unless in exceptional circumstances you are unable to get the agreement signed. In this case the contribution must be paid up front before the application will be determined.

3. Other Supporting Documents:

- * A plan showing the boundaries of the Property edged red. You may use the location plan that accompanied your Planning Application with the consent of copyright owner.

- The plan should be signed by the Owner/Applicant, namely the same person who is party to the Unilateral Undertaking.
- If the mortgagee is signing by way of Power of Attorney a copy of the Power of Attorney showing the name of the person who has signed the deed must be provided.

COMPLETING YOUR UNILATERAL UNDERTAKING:

FIRST THINGS FIRST - IS THERE A MORTGAGEE?

If yes:

The Mortgagee must be included as a signatory.

Anyone with an interest in the land ought to be a party to the deed. If your mortgagee or lender refuses to sign the deed please contact the Council for advice on how to proceed.

If no:

Please make the following amendments to your document:

- Page 1 – Top of the page: This DEED is ... Remove (2) [Mortgagee]
- Page 1 – Background – (B) Remove [subject to a mortgage in favour of the Mortgagee]
- Page 1 – Background – (D) Remove this whole paragraph
- Page 5 – (Ownership) Paragraph 9.1 – Remove [and the Mortgagee]
- Page 5 – (Notices) Remove Paragraph 10.2(c)
- Page 6 – Paragraph 13 Mortgagee's consent – Remove whole paragraph
- Page 7 – Remove Row 3 in the signatures table (row referring to Mortgagee)

COMPLETING THE REST OF YOUR UNILATERAL UNDERTAKING:

All areas highlighted in yellow must be completed. Below is guidance on what to insert in each case:

Front Cover Page

Top – 'Dated' insert the date that you have signed the document.

Then complete the Property address that the Planning Application relates to, and then the name and address of each owner and mortgagee, if applicable.

MAIN DOCUMENT:

PAGE 1:

- Top of Page – insert date that you have signed the document
- Complete the names and addresses of each owner at (1), and the name and address of the mortgagee at (2) if applicable. If not, remove.
- (D) Check the Land Registry Title Register and complete the date of charge in favour of the mortgagee, the charge number, and the Title number.
- Paragraph 1.1 Access Management Contribution - Complete the amount. The amount is worked out at £871 per unit.

PAGE 2:

Development - Complete a description of the Development, this should mirror the description that appears on the Planning Application.

Planning Application - Complete the Planning Application reference number. This is the unique number given to you by the Council.

Property - Complete the address and Land Registry Title Register number, as shown on your Land Registry Title document.

PAGE 5:

Paragraph 10.2 (b) - Complete the owner's details.

Paragraph 10.2 (c) - Complete the mortgagee's details, or remove if there is no mortgagee.

PAGE 7:

Signature Page — Complete the following boxes:

1. Owner signature and witness signature and details.
2. If the Owner is a Company, complete this row.
3. Mortgagee seal and signature.

DATED

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

RELATING TO LAND AT

'DEAL HOUSE' 11-15 STURGES RD BOCNOL PO21 2AH
Parties:

OWNER

MR GARY DEAL

225 MANOR WAY ALDWICK BOCNOL
PO21 4HS

(MORTGAGEE)

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THIS DEED is dated

- (1) *EITHER (COMPANY): incorporated and registered in England and Wales with company number whose registered office is at

Owner

*OR (INDIVIDUAL):

of Owner MR GARY DEAL 223 MARBLE WAY ALWICK
* Remove if not applicable BOGNOR REGIS PO21 4WS

- (2) incorporated and registered in England and Wales with company number whose registered office is at [

(3) Mortgagee]

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 is the registered proprietor with Title Absolute of the land registered at HM Land Registry under Title Number [] known as land at [] [which is subject to a mortgage in favour of the Mortgagee].
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) [The Mortgagee is the registered proprietor of the charge dated] referred to in entry number of the charges register of Title number and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking.]
- (E) 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 £

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
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 **BR/236/21**

Planning Permission: means a Planning Permission for the Development pursuant to the Planning Application.

Property: the freehold land at _____ shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s)

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 [and the Mortgagee] 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 at: 223 MANOR WAY ALDINGHAM
- (c) [to the Mortgagee at: marked for the attention of POL 445

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.

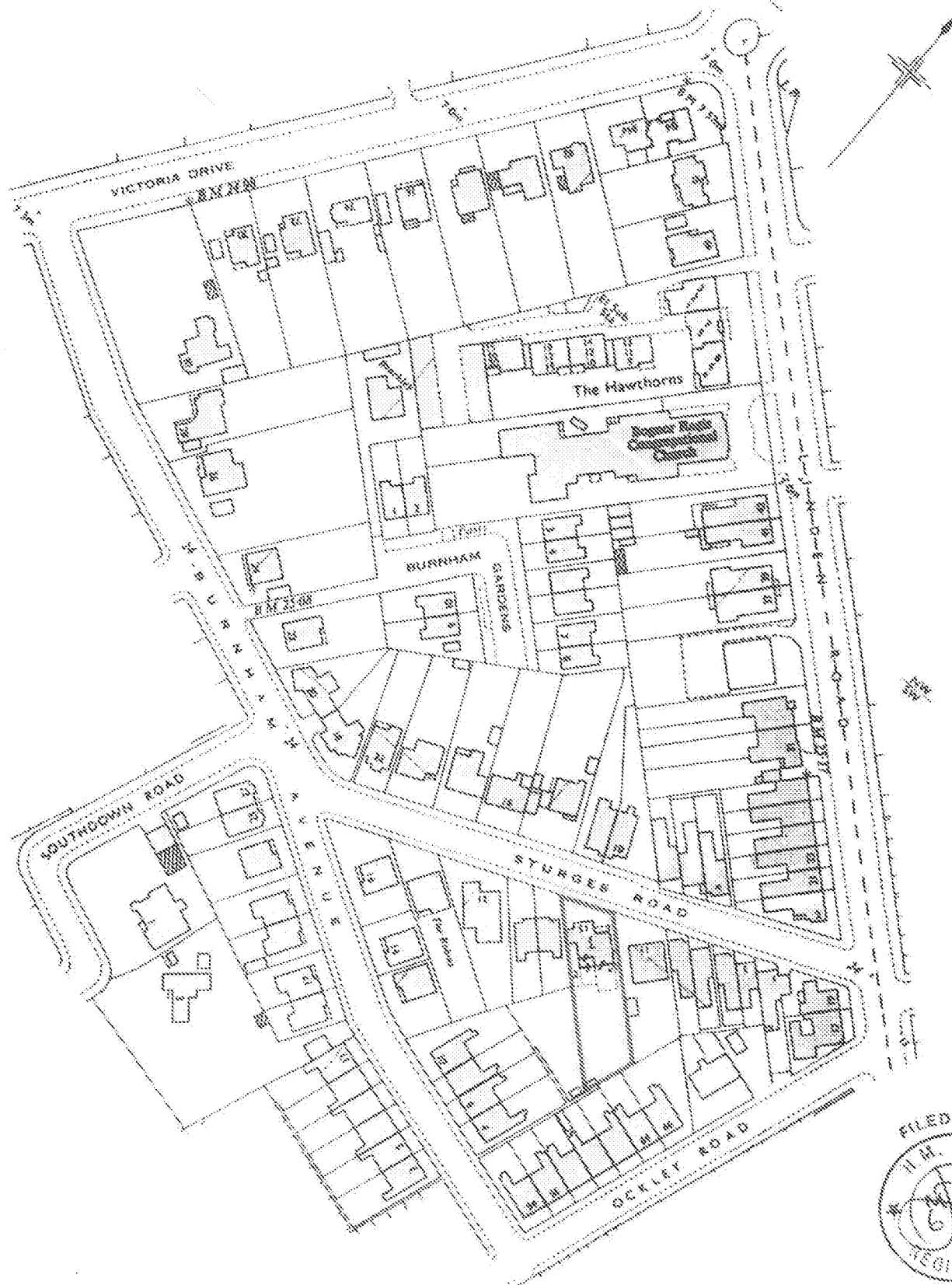
13. [MORTGAGEE'S CONSENT

- 13.1. The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.
- 13.2. The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.]

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 GARY DEAL In the presence of:- MICHAEL LAOP. 18 GOSHMAN LANE ALDWICK. ROGNER ROOMS W. SUSSEX CALFONTEL.	[REDACTED] WITNESS SIGNATURE [REDACTED]
2. Executed as a deed by acting by a director and [a director OR its secretary]	 [SIGNATURE OF FIRST DIRECTOR] Director [SIGNATURE OF SECOND DIRECTOR OR SECRETARY] [Director OR Secretary]
3. Executed as a deed by by affixing the Corporate Seal in the presence of:	 [AUTHORISED SIGNATORY]

H.M. LAND REGISTRY		TITLE NUMBER	
		WSX135769	
ORDNANCE SURVEY PLAN REFERENCE	SZ 9399	SECTION 8	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ARUN	© Crown copyright 1988	



These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

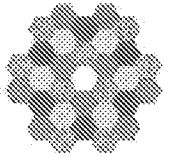
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 26 October 2021 shows the state of this title plan on 26 October 2021 at 11:59:30. 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.

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

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Official copy of register of title

Title number WSX135769 Edition date 28.01.2016

- This official copy shows the entries on the register of title on 26 OCT 2021 at 11:59:30.
- 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 26 Oct 2021.
- 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 (13.10.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 15 Sturges Road, Bognor Regis (PO21 1RS).

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 (08.04.1999) PROPRIETOR: GARY STEVEN JOHN DEAL and MARIA SUZZANNA DEAL of 25 Kingsway, Craigwell, Aldwick, Bognor Regis, W Sussex PO21 4DQ.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 17 June 1913 made between (1) Annie Edith Marshall (2) Newton Herbert Marshall and Ernest Marshall Cowell (3) Alice Cowell (4) Jasper Cowell and Annie Mary Allen and (5) William Nathaniel Tate and Charles John Tate (Purchasers) contains the following covenants:-

COVENANT by the Purchasers for themselves and their assigns jointly and severally with the parties thereto of the first second and fourth parts their respective executors and administrators that they would at all times thereafter perform and observe the stipulations and restrictions set out in the Second schedule thereto

THE SECOND SCHEDULE above referred to

1. Only detached or semi-detached houses should be built upon the said land and no house shall be of less value than Four thousand and fifty pounds in cost of labour and material

C: Charges Register continued

2. No house shall be built beyond a building line fifteen feet from the road boundary and the back boundary of each such house shall be not less than Seventy feet from the building line

3. A space of twenty feet at least shall be left between each pair of semi-detached houses

4. Not to do or commit any act matter or thing on the said land which shall be or grown to be a nuisance annoyance or inconvenience to the parties hereto of the first second and fourth parts or to the neighbourhood or to the owners of any kind near or adjoining the said land hereby conveyed

5. Not to use or permit to be used the said land or any building to be erected thereon as an Inn Tavern Public House or Beerhouse or for the sale of Ale Beer Wine Spirits or other intoxicating drinks

6. Clause 1 2 and 3 shall only apply to land within eighty five feet of the right of way to Mr. Hodges land as shewn on the said plan drawn hereon.

NOTE: The right of way to Mr. Hodges land referred to is not shown on the copy plan supplied on first registration.

- 2 The parts of the land affected thereby are subject for the term of 99 years from 25 December 1990 to the rights granted by Leases of Deal House.
- 3 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	15.05.1992 1 (Part of): 2	Flat 8, Deal House (Ground Floor Flat): Garden Ground	13.03.1992 99 years from 25.12.1990	WSX171235
2	22.07.1993 1 (Part of)	12 Deal House (First Floor Flat)	29.03.1993 99 years from 25.12.1990	WSX180415
3	08.01.1997 1 (part of)	Flat 11, 11/15 Sturges Road	28.11.1996 99 years from 25.12.1990	WSX209305
	NOTE: The lease comprises also other land			
4	28.05.2010 1 (part of)	Flat 9, Deal House (First Floor and loft space)	27.05.2010 189 years from 25.12.1990	WSX335597
	NOTE: The lease was made under the provisions of section 56 of the Leasehold Reform, Housing and Urban Development Act 1993			
5	26.11.2013 1 (part of)	Flat 10 Deal House (First Floor) and second floor loft space	25.10.2013 from and including 25.12.1990 until and including 24.12.2179	WSX360859
6	13.11.2015 1 (part of)	Flat 7, Deal House (Ground Floor)	27.10.2015 term of years beginning on and including 25.12.1990 and ending on and including	WSX376282

Title number WSX135769

Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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24.12.2179

NOTE: The lease was made under the provisions of section 56 or 93 (4)
of the Leasehold Reform, Housing & Urban Development Act 1993.

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.