

Dated:

8 June

2013

Between:

- [1] Arun District Council [The Owner]
- [2] Beach House Developments Limited [Lessee]
- [3] Lloyds Bank PLC [The Mortgagee]
- [4] Arun District Council [ADC]
- [5] West Sussex County Council [WSCC]

PLANNING OBLIGATION

under Section 106 of the Town & Country Planning Act 1990
and other powers relating to Land at The Beach The Esplanade Bognor Regis West Sussex

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX57406 LITTLEHAMPTON

Reference: BR/239/11

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1. **THIS DEED** is by undertaking and is dated 3 June 2013 and is a Planning Obligation for the purposes of Section 106 Town and Country Planning Act 1990 ("the Act") and is made in favour of Arun District Council and West Sussex County Council by whom it shall be enforceable either jointly or severally.

2. PARTIES

Owners	Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF in the capacity of freehold owner
Lessee	Beach House Developments Limited Co Reg No 2888015 of South Pallant House Chichester PO19 1TH
Mortgagee	Lloyds TSB Bank PLC of Leeds Securities Centre, Lovell Park Road Leeds LS1 4NS ~~Leeds Securities Centre, Lovell Park Road, Leeds LS1 4NS~~
ADC	Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF in the capacity of Local Planning Authority
WSCC	West Sussex County Council, County Hall, CHICHESTER, West Sussex PO19 1RQ

*road, wolverhampton
WV9 5HZ*

3. CAPACITIES TO ENTER INTO DEED AND BASIC DEFINITIONS

Party	Capacity
Owner	Freehold owner under HMLR registered Title no WSX324817 of land at The Beach The Esplanade Bognor Regis West Sussex ("the Land") shown for identification only edged black on the attached plan
Lessee	Leasehold owner under HMLR registered Title no WSX180917 of land at The Beach The Esplanade Bognor Regis West Sussex ("the Land") shown for identification only edged black on the attached plan
	Planning Permission has been sought under Application Ref: BR/239/11 for conversion of night club into 2 town houses and 10 apartments and "Planning Applications" and "Development" shall be construed accordingly
Mortgagee	Mortgagee of Title No WSX180917
ADC and WSCC	Planning Authorities under Town and Country Planning Act 1990 and (as relevant) as payees in relation to the statutory functions and purposes identified herein in clause 5.

4. BACKGROUND

- 4.1 The Planning Application has been made which the ADC as Local Planning Authority is minded to grant subject to the making of the payments specified within this Deed which are required under the Act and Planning Policy Guidance to mitigate any ill effects of the Development.

4.2 MORTGAGEES CONSENT

The Mortgagee consents to the completion of this Deed and declares that its interest in the Land 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 Land PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligation as if it were a person deriving title from the Lessee.

- 4.3 ADC enters into this Deed in its capacity as Freehold owner and undertakes to ADC in its capacity as Local Planning Authority.

5. CONTRIBUTIONS PAYABLE

- 5.1 The Owner and Lessee undertake with the ADC and WSCC to:-

- (i) make the payments specified below

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- (ii) to the payee specified below
 (iii) for the purposes specified below
 (iv) and at the time specified below

Payee	Time for Payment ("the Due Date")	Amount	Statutory Function and Purpose
WSCC	On or before Commencement of any part of the Development for the purposes of the Planning Permission	£18,726	Education Contribution to serve the Development
		£1,789	Library Contribution to serve the Development
		£218	Fire Service Contribution to serve the Development
ADC		£16,292	Affordable Housing in the whole of the Arun District
		£2,000	Children's Play Area Provision to serve the area of the Development

5.2 The Owner and Lessee undertake with ADC and WSCC not to start the Development until the payment is made.

6.1 LEGAL AND MONITORING COSTS

The Owner and Lessee undertake with ADC to :-

- [a] pay in addition to the above Contributions
- [b] the sums set out in the table below
- [c] at the time or times set out in the table below and
- [d] for the purposes set out in the table below

Payee	Time for Payment	Amount	Purpose
ADC	Before completion of this Deed	£450	ADC Legal Fees
ADC	On Commencement of the Development for the purposes of the Planning Permission	£100 minor application] PLUS £50 per planning obligation in the deed viz 4 x 50 = 300 TOTAL £ 300	ADC Monitoring of compliance with the Deed

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Costs

6.1 The Owner and Lessee undertake with ADC and WSCC to pay the reasonable legal costs of ADC and WSCC in entering into this Deed.

Monitoring Costs of ADC

6.2 For the avoidance of doubt ADC 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

6.3 . For the avoidance of doubt the above charges are standard charges and shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. ADDITIONAL CLAUSES

The Owner and Lessee undertake with ADC and WSCC as follows:-

7.1 Start Date of this Deed and Obligations

7.1.1. This Deed will take effect on the grant of the Planning Permission.

7.1.2. S56 of the Act will apply to determine Commencement of the Development and in the event of any uncertainty or disagreement concerning this date the determination of ADC shall be final .

7.1.3. On Commencement of the Development the Owner and/or the Lessee will send to ADC and WSCC written Notice of that event in the Form of the Notice in Schedule 1.

8.2 Index Linking

General

The Owner and Lessee undertake to ADC that any sums payable by the Owner and Lessee under this agreement shall be increased by the application of the following formula:

$$A = B \times \frac{C}{D}$$

where:

- A is the sum actually payable on the Specified Date/ Payment Date
- B is the original sum mentioned in this agreement
- C is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the Specified Date/Payment Date

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D is the Building Cost Information Service National All-In Tender Price Index for the quarter preceding the date of this agreement

C

D is equal to or greater than 1

The adjustment in this clause shall only be made where the Specified /Payment Date is more than 6 months after the date of this undertaking

Specific

The Owner and Lessee undertake with ADC and WSCC that:-

8.3 . EDUCATION CONTRIBUTION

"Education Contribution means the sum of EIGHTEEN THOUSAND SEVEN HUNDRED AND TWENTY SIX POUNDS (£18,726) BUT where the Education Contribution is paid after 31 March 2012 the sum shall be recalculated and increased in accordance with the following formula:

Number of pupil places (*insert number from consultation*) x Cost Multiplier

And the Cost Multiplier shall be the DfE average build cost multiplier for primary/secondary /or further secondary (*delete as appropriate*) schools where this has been newly published in the financial year in which the Education Contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Education Contribution".

8.4 . INDEX LINKING CLAUSE (applicable to the Library Contribution and the Fire Service Contribution)

The Library Contribution and the Fire Service Contribution shall be increased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Deed and the quarter preceding the date of payment of these Contributions

9 Interest of Payments

The Owner and Lessee undertake with ADC and WSCC to pay interest on sums due to ADC and WSCC under this Deed but not paid on the Due Date from the Due Date until actual payment. The rate of interest shall be 4% above the HSBC Bank base rate from time to time.

10 Payment Notice

All payments due under this Deed will be sent to the payee with a duly completed Notice in the Form of Schedule 2.

11 . GENERAL

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- 11.1 This Deed is not a Planning Permission or any other form of consent under any other function of ADC or WSCC.
- 11.2 This Deed does not restrict or fetter the statutory powers of ADC or WSCC.
- 11.3 If more than one party to this Deed agrees or undertakes with another then that agreement or undertaking shall be enforceable against that person jointly or severally.
- 11.4 This Deed confers no benefit on any Third Party under Contracts (Rights of Third Parties) Act 1999.
- 11.5 This Deed shall apply to the Development as authorised by the Planning Permission or as varied or renewed from time to time.
- 11.6 This Deed is a Local Land Charge and shall be registered as such.
- 11.9 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

12. VERIFICATION OF TITLE AND OBLIGATIONS

If the Lessee is not the freehold owner of the Land when this Deed is signed then the Lessee will:-

- (i) on becoming the freehold owner notify ADC in writing as soon as practicable.
- (ii) when and if required by ADC enter into and execute a Deed to Verify the Applicants Title as freeholder and to reconfirm the Planning Obligations set out herein including re-executing this Deed.

THIS DEED is signed and sealed by the parties as a Deed on the date first appearing.

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Commencement Notice

Failure to use this form may prejudice your ability to prove compliance with the planning obligation.

Dated this _____ day of _____ 200_____

Signed _____

On Behalf Of: _____

TO:	[1] Head of Planning Services, Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (DX: 57406] Littlehampton [2] County Planning Officer, West Sussex County Council, County Hall, Chichester, West Sussex PO19 1RQ (DX:30330] Chichester
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

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THE COMMON SEAL OF
Arun District Council was hereunto
affixed in the presence of:-

AUTHORISED
SEAL BOOK



12/4/2013

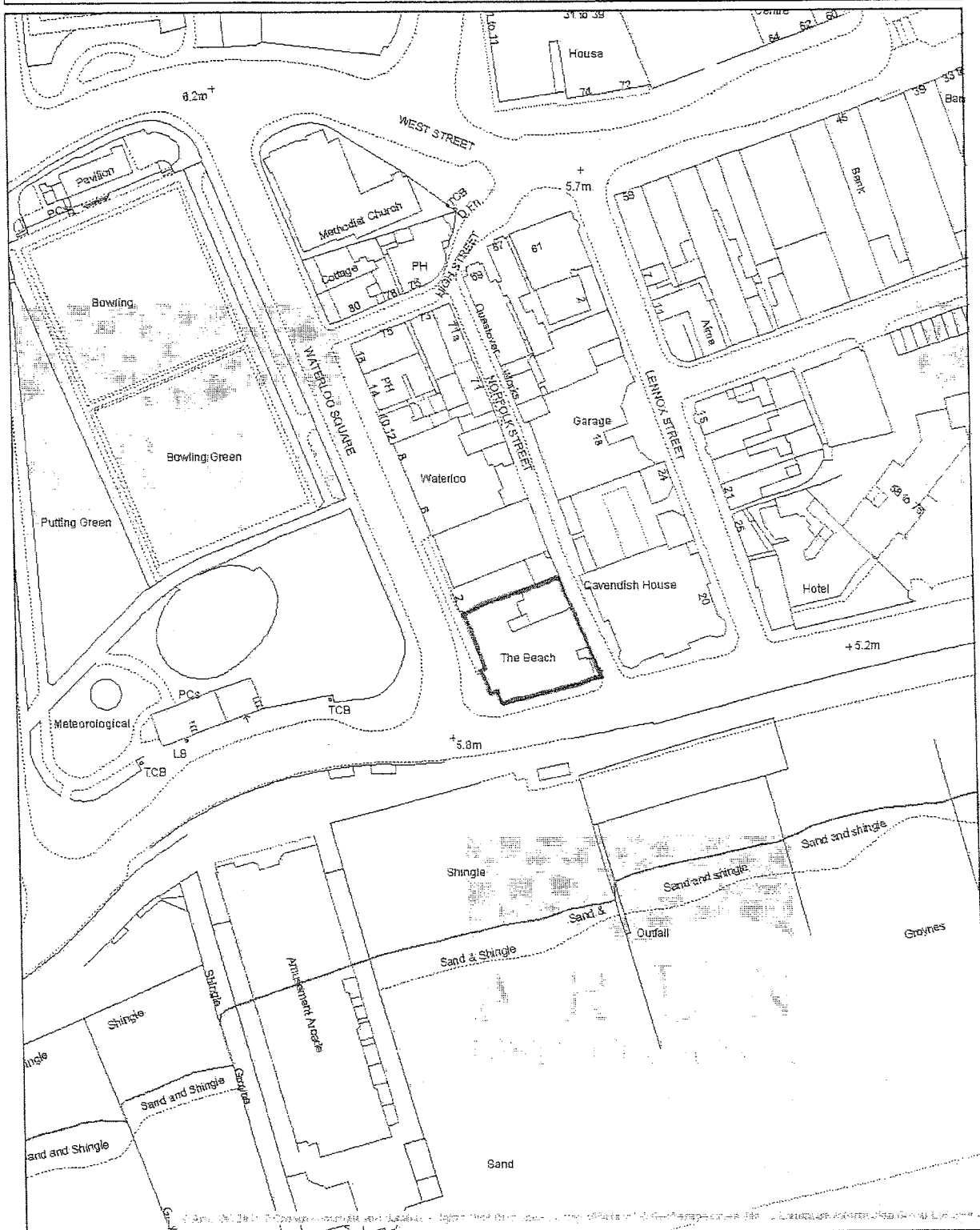
SIGNED AS A DEED BY
THE LESSEE IN THE
PRESENCE OF

SIGNED AS A DEED BY
THE MORTGAGEE IN THE
PRESENCE OF

SIGNED AS A DEED	
BY CRAIG MILLS as authorised signatory for Lloyds TSB Bank plc in the presence of	Per Pro Lloyds TSB Bank plc
(Witness)	
125 Colmore Row, Birmingham B3 3SF	

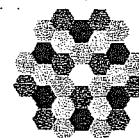
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Esplanade wscc amends
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BR/239/11/ - The Beach, The Esplanade, Bognor Regis, PO21 1SY



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Scale 1/1250
Date 9/12/2011
Centre = 493484 E 98880 N



Official copy of register of title

Title number WSX180917 Edition date 11.07.2011

- This official copy shows the entries on the register of title on 09 DEC 2011 at 12:12:53.
- 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 09 Dec 2011.
- 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, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST SUSSEX : ARUN

- 1 (10.08.1993) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being The Mud Club, Norfolk Street, Bognor Regis (PO21 1ND).
- 2 (10.08.1993) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 29 June 1993
Term : 125 years from 29 June 1993
Rent : £1200 (Subject to review)
Parties : (1) Arun District Council
(2) Keith Parker
- 3 (10.08.1993) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (13.11.1996) By a Deed dated 11 October 1996 made between (1) Arun District Council and (2) Beach House Developments Limited the terms of the registered lease were expressed to be varied.

NOTE: Copy Deed filed.

- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Title number WSX180917

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 (20.05.1994) PROPRIETOR: BEACH HOUSE DEVELOPMENTS LIMITED (Co. Regn. No. 2888015) of South Pallant House, Chichester, W Sussex, PO19 1TH.
- 2 (20.05.1994) The covenants implied under section 24(1)(a) of the Land Registration Act 1925 in the Transfer to the proprietor are modified.
- 3 (12.01.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 1 November 2005 in favour of Lloyds TSB Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (10.08.1993) A Conveyance of the freehold estate in the land in this title and other land dated 15 March 1960 made between (1) Tamplin & Son's Brewery (Vendor) (2) Watney Mann Ltd (Purchaser) and (3) Watney Mann Property Company Ltd (Subpurchaser) contains the following covenants:-

The Sub-Purchaser for itself and its successors in title and assigns thereby covenanted with the Purchaser its successors in title and assigns and so as to bind all the properties thereby conveyed and each and every part thereof into whosoever hands the same might come and so that this covenant should enure for the benefit of all and each of the properties whereof immediately after the date thereof the Purchaser was the freeholder lessee or tenant that the Sub-Purchaser should not nor should any successors in title of the Sub-Purchaser use or permit to be used the properties thereby conveyed or any part thereof or any buildings erected or to be erected thereon for the trade or business of a wholesale and/or retail seller of beer wines spirits or other intoxicating liquors or permit the said properties or any part thereof or any buildings erected or to be erected thereon to be used as a club where intoxicating liquors shall be sold supplied or consumed or for the display of advertisements of beer wines spirits or other intoxicating liquors except those beers brewed by the Purchaser or its associated companies and that during the period commencing on the date thereof and expiring 21 years after the death of the last to die of the descendants now living of His Late Majesty King George V the Subpurchaser would in any sale or lease of the properties thereby conveyed or any of them or any part thereof otherwise than to the Purchaser procure that the Purchaser or lessee in its conveyance or lease enters into a restrictive covenant with the Purchaser to the foregoing effect but so that such last mentioned covenant should be expressed to enure for the benefit of such properties as the Purchaser might specify.

NOTE: By a Conveyance of the freehold estate in the land in this title dated 31 May 1963 made between (1) Watney Mann Property Company Limited (Vendor) (2) Watney Mann Limited (Covenantees) and (3) The Urban District Council of Bognor Regis (Council) the Covenantees covenanted with the Council that they and their successors in title would take no steps to enforce the covenant referred to above.

- 2 (12.01.2006) REGISTERED CHARGE dated 1 November 2005.
- 3 (12.01.2006) Proprietor: LLOYDS TSB BANK PLC (Co. Regn. No. 2065) Dept. No. 91-89 of Leeds Securities Centre, 1 Lovell Park Road, Leeds LS1 1NS.

End of register

H.M. LAND REGISTRY

TITLE NUMBER

WEX 100917

ORDNANCE SURVEY
PLAN REFERENCE

SZ 9398

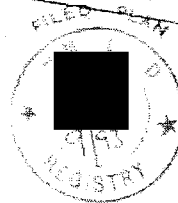
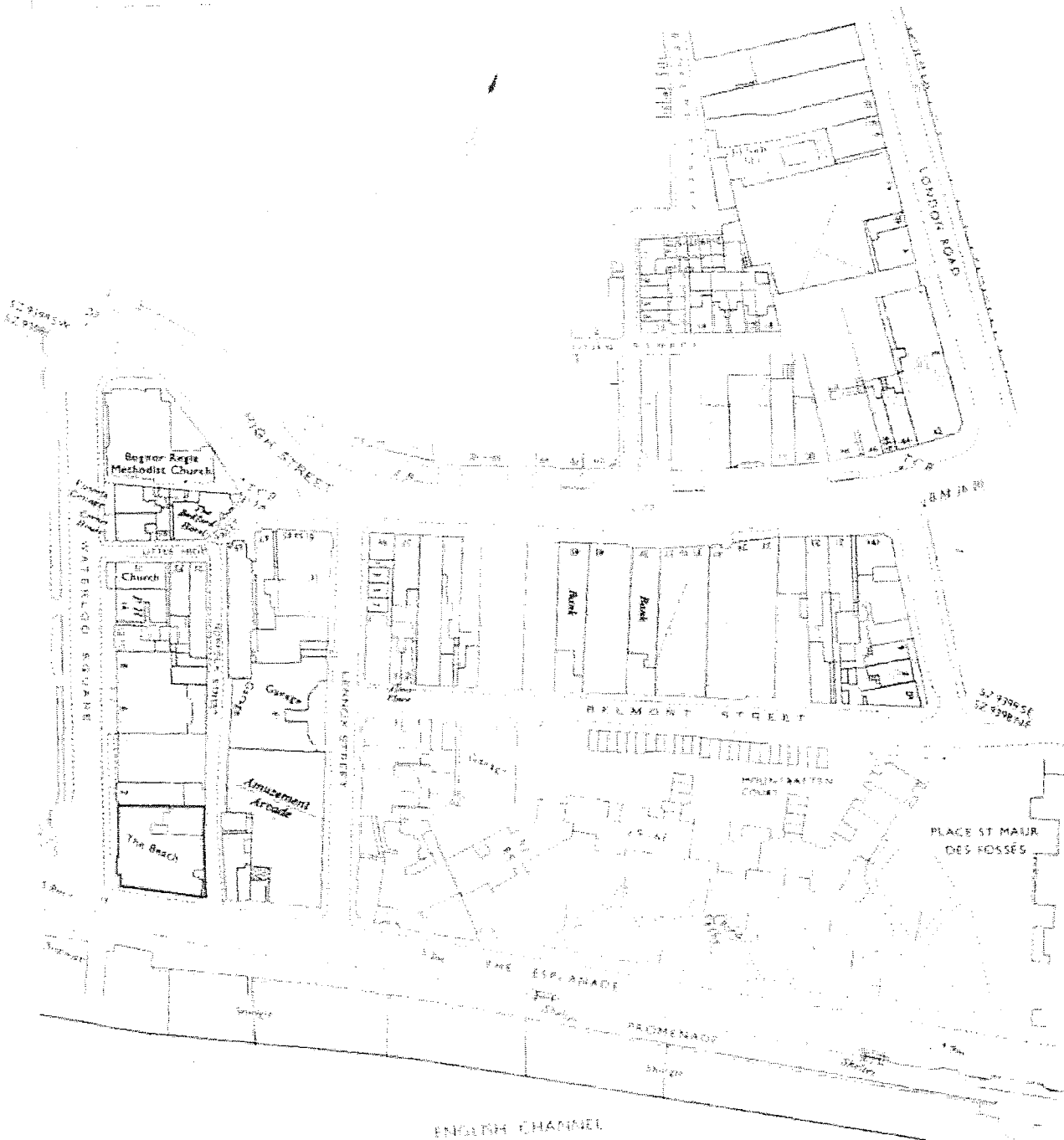
SECTION B

Scale
1:1250

COUNTY WEST SUSSEX

DISTRICT ARUN

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Official copy of register of title

Title number WSX324817 Edition date 16.12.2008

- This official copy shows the entries on the register of title on 09 DEC 2011 at 12:06:15.
- 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 09 Dec 2011.
- 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, Durham Office.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (16.12.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the corner of Waterloo Square, Bognor Regis (PO21 1SU).

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 (16.12.2008) PROPRIETOR: ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF.

C: Charges Register

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

- 1 (16.12.2008) The land is subject to the lease set out in the schedule of leases hereto.

Schedule of notices of leases

- | | | | | |
|---|------------|------------------------------|----------------|-----------|
| 1 | 10.08.1993 | The Mud Club, Norfolk Street | 29.06.1993 | WSX180917 |
| | | | 125 years from | |
| | | | 29 June 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.