

DATED

15th September 2017

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

RELATING TO LAND AT 54/56 HIGH STREET, BOGNOR REGIS, PO21
1SP

Parties:

OWNER REYNOLDS LIMITED 27-31 HIGH STREET, BOGNOR REGIS, W SUSSEX PO21
1RR

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THIS DEED is dated 15th September 2017

(1)

Reynolds Limited incorporated and registered in England and Wales with company number 461520 whose registered office is at 27-31 High Street, Bognor Regis, West Sussex PO21 2TW.

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) 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 £7,839 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 an extension and residential conversion of the upper floors of a retail unit. The extension will give space for an additional 9no. 2 bed flats] 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 ~~PA447546~~ **BR/270/17/PL**

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

Property: the freehold land at 54/56 High Street shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) WSX38374, WSX44404 and WSX47245.

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 Matthew Reynolds, Finance Director at 27-31 High Street, Bognor Regis, PO21 1RR.

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.

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 [OWNER FULL NAME] In the presence of:- [WITNESS FULL NAME] [WITNESS FULL ADDRESS] [WITNESS OCCUPATION]	 OWNER SIGNATURE WITNESS SIGNATURE
2. Executed as a deed by Reynolds Limited acting by Matthew Reynolds, a director and Dominic Reynolds, a director	[REDACTED] [SIGNATURE OF FIRST DIRECTOR] Director [REDACTED] [SIGNATURE OF SECOND DIRECTOR OR SECRETARY] [Director OR Secretary]

1. The first step in the process of developing a business plan is to conduct a market analysis. This involves researching the industry, identifying potential customers, and understanding the competitive landscape.

2. The second step is to define the business's mission and vision. This involves clarifying the company's purpose, its long-term goals, and the values it stands for.

3. The third step is to develop a marketing strategy. This involves identifying the target market, selecting appropriate marketing channels, and creating a promotional plan.

4. The fourth step is to create a financial plan. This involves estimating the costs of operations, projecting revenue, and determining the break-even point.

5. The fifth step is to write the business plan. This involves organizing all the information gathered in the previous steps into a coherent and professional document.

6. The sixth step is to seek funding. This involves identifying potential investors or lenders, preparing a pitch, and negotiating terms.

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 22 SEP 2016 AT 15:15:22. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN THE REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY LAND REGISTRY, DURHAM OFFICE.

TITLE NUMBER: WSX44404

There is no application or official search pending against this title.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (09.07.1980) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land associated with 56 High Street, Bognor Regis (PO21 1SP).
- 2 A Conveyance of the land in this title dated 2 August 1956 made between (1) Eunice Ann Mather and (2) Charles Bondwright contains a provision that the wall dividing the premises conveyed thereby from the messuage and premises adjoining them on the west is included in the Conveyance.
- 3 The land has the benefit of the following rights reserved by the Transfer of land adjoining the North-eastern boundary of the land in this title dated 5 January 1981 referred to in the Charges Register:-

"Excepting and reserving unto the Transferor its successors and assigns and all other persons authorised by it or them and the owners or occupiers for the time being of the retained land the following rights as incidental to the ownership user and/or occupation of the retained land and to any part or parts thereof to the intent that such rights and each of them shall be respectively forever hereafter appurtenant to the retained land and each and every part thereof for all purposes in connection with the use and occupation thereof in whatever state the same may be and to whatever use the same or any erection or building thereon or to be able thereon may be put:-

1. The full and uninterrupted passage and flow of water soil gas and electricity from and to the retained land through the sewers drains conduits gutters watercourses cables mains flues and pipes and other conducting media which are now or may hereafter during the perpetuity period applicable hereto be in or under the Property subject to the payment to the Transferee on demand of a just and equitable proportion of the expense and costs of maintaining cleaning and keeping in repair the same.

2. All rights of light and air and all other easements and rights appurtenant to the retained land

3. The full and uninterrupted passage and intake and extract of air through the ducts or pipes and flues including sewer vent pipes which are now or may hereafter during the said perpetuity period be in or upon the Property.

4. The full right of support and of shelter and protection from any building now constructed on the Property

5. The right to build or install or to continue building or installing (and thereafter to maintain) buildings and erections and structures and fixtures on the retained land notwithstanding that they project over or under or take support from the Property PROVIDED that such buildings erections structures and fixtures shall not become nor form part of the Property and all damage thereby occasioned shall be made good to the reasonable satisfaction of the Transferee

A: Property Register continued

6. The full right and liberty to enter upon the Property at any time upon reasonable prior notice (except in case of emergency) to build on or into any part or other wall on the Property the person or persons exercising such rights causing as little interference as possible and making good forthwith all damage thereby occasioned

7. Full right and liberty at all reasonable times after reasonable prior notice to enter upon the Property with or without workmen and others and appliances and materials as often as may be necessary to view the state and condition of and to repair and maintain any building erected on the retained land or any part thereof and to clean alter renew remove or install such gutters pipes sewers drains wires conduits ducts flues and watercourses serving the retained land or any part thereof and to clean alter renew remove or install such gutters pipes sewers drains wires conduits duct flues and watercourses serving the retained land (including the right if necessary to erect and maintain scaffolding) the persons exercising such rights ensuring that as little inconvenience and interference as possible is caused and that access to and egress from the Property is not so far as practicable obstructed and making good forthwith all damage thereby occasioned.

8. Full right and liberty to build upon and/or to extend in height or otherwise buildings from time to time standing on the retained land notwithstanding that the access of light and air to the Property and the lights windows and openings thereof may be affected.

9.(a) The right to use:-

(i) the area at the rear of the Property shown hatched yellow on the plan bound up within (hereinafter called "the said area") for all reasonable purposes in connection with the proper use of the retained land but not for any other purpose and also to stand vehicles (not exceeding 16 tons in weight) for the purpose of loading and off loading merchandise provided that the person exercising such rights shall not use the said area so as to cause any unreasonable annoyance or unreasonable inconvenience to the Transferee or any other user thereof and the Transferor shall ensure that the said area is used in conformity with all reasonable restrictions and regulations imposed by the Transferor in respect of the said service yard from time to time for the benefit of all users and without prejudice to the generality of the foregoing provided that the person exercising such right shall not be prevented from using a sufficient area to permit the loading and unloading of vehicles. The person exercising such rights shall not part or permit to be parked upon the said area any vehicle whether or not for the purpose of loading or unloading goods in any part of the said area specifically excluded from time to time by the Transferors; and

(ii) any refuse facilities on the Property

(b) the right to park suitable vehicles in the said area (but so that neither party shall have any responsibility to the other for any unauthorised or unlawful parking by any third party in or over the whole or any part of the said area."

4 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 26 November 1990 referred to in the Charges Register.

5 (31.10.2005) The edged and numbered 1 in blue on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

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 (04.02.2014) PROPRIETOR: REYNOLDS LIMITED (Co. Regn. No. 00461520) of 27-31 High Street, Bognor Regis PO21 1RR.
- 2 (04.02.2014) The price stated to have been paid on 22 January 2014 for the land in this title and other property was £490,000.

C: Charges Register

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

- 1 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land adjoining the North-eastern boundary of the land in this title dated 5 January 1981 made between (1) Tanleybridge Limited and (2) Best (Estates) Limited:-

"The right for the Transferee its successors and assigns and all persons authorised by them and the owners and occupiers for the time being of the land hereby transferred (hereinafter called "the Property") for the benefit of the Property and each and every part thereof (in common with all others having the like right)

(a) to the free and uninterrupted passage of water soil and electricity from and to the Property through such of the sewers drains conduits gutters watercourses cables mains and pipes serving the Property as are situate in or under the land retained by the Transferor shown for the purpose of identification only on the plan bound up within and thereon edged green (hereinafter called "the retained land") and the right so far as may be necessary to enter the retained land at all such reasonable times as may be authorised in writing by the Transferor (except in emergency when the Transferee may enter at any time) and subject to such reasonable conditions as may be specified for the purpose of repairing cleansing maintaining and mending such sewers drains conduits gutters watercourses and pipes and the walls or any other parts of the Property the person exercising such right doing as little damage as possible and forthwith at his expense making good all damage occasioned by the exercise of such right

(b) to use

(i) the service yard at the rear of the retained land shown for the purpose of identification only on the plan bound up within and thereon hatched blue (hereinafter called "the said service yard") for all reasonable purposes in connection with the proper use of the Property but not for any other purpose and also at reasonable times to use such service yard to stand vehicles (not exceeding 16 tons in weight) for the purpose of loading and off loading merchandise outside the property provided that the person exercising such right shall not use the said service yard so as to cause any unreasonable annoyance or unreasonable inconvenience to any other user thereof and shall ensure that the yard is used in conformity with all reasonable restrictions and regulations imposed by the Transferor in respect of such service yard from time to time for the benefit of all users and without prejudice to the generality of the foregoing provided that the person exercising such right shall not be prevented from using a sufficient area to permit the loading and unloading of vehicles.

The person exercising such right shall not park or permit to be parked upon the said yard any vehicles whether or not for the purpose of loading or unloading goods in any area at the said yard specifically excluded from time to time by the Transferor and

(ii) any refuse facilities in the said service yard

(c) to park suitable vehicles in not more than 4 of the car parking spaces in the said service yard (but so that the Transferor shall not have any responsibility to the Transferee for any unauthorised or unlawful parking by any third party in or over the whole or any part of the said service yard)

(d) to support and protection for any building now on the Property

C: Charges Register continued

from any building constructed or to be constructed by the Transferor on the retained land

(e) with or without workmen and necessary appliances and materials to enter from time to time upon the retained land for the purpose of viewing the state and condition of or repairing and painting or cleaning the Property in so far as such viewing repairs and repainting or cleaning as aforesaid cannot be reasonably carried out without such entry in all cases (except in the case of emergency when the Transferee may enter at any time without notice) upon giving reasonable previous notice of its intention so to enter to the Transferor the person or persons exercising such right doing as little damage as possible to the retained land and forthwith making good to the reasonable satisfaction of the Transferor any damage caused to any part of the retained land or arising out of the exercise of the said right hereby granted

(f) to the full and uninterrupted passage and intake and extract of air through the ducts or pipes and flues which are now or may hereafter be in or under the retained land during the perpetuity period applicable hereto

Subject always to the payment (on demand) of a just and equitable proportion of the expense and costs of maintaining cleaning and keeping in repair the said sewers drains conduits gutters watercourses cables mains pipes service yard and other facilities.

The perpetuity period for the purposes of this Deed shall be the period of 79 years commencing on the date of this Transfer."

- 2 A Transfer of the land in this title and other land dated 26 November 1990 made between (1) Dukeminster Plc and (2) Q S Properties Limited contains restrictive covenants.

NOTE: Original filed under WSX38374

- 3 (30.11.2005) The land is subject to the lease set out in the schedule of leases hereto.

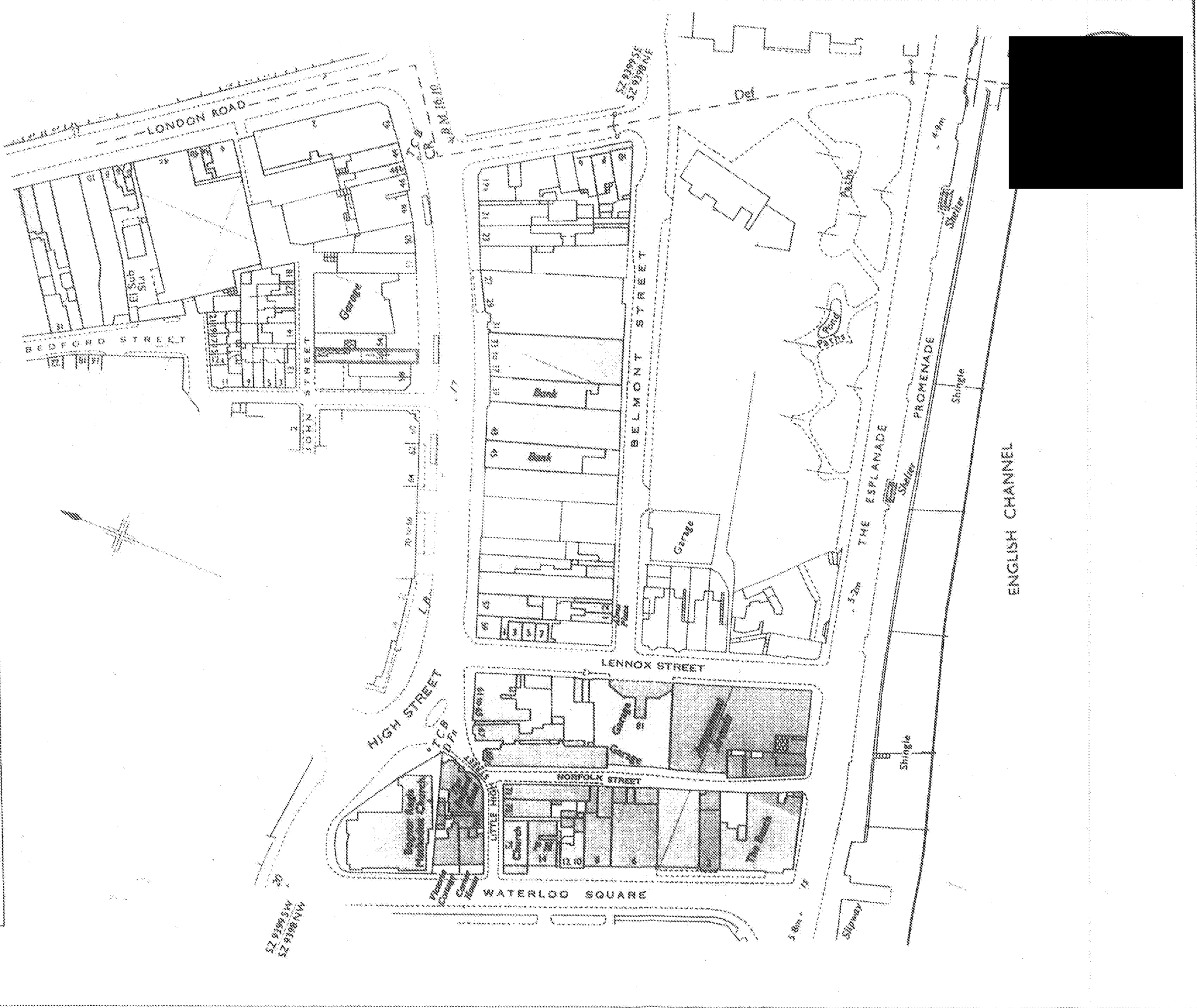
Schedule of notices of leases

- | | | | | |
|---|------------|-------------------|--|-----------|
| 1 | 30.11.2005 | 54-56 High Street | 24.06.2005
From 24.6.2005
to 23.6.2020 | WSX294440 |
|---|------------|-------------------|--|-----------|

NOTE: The lease comprises also other land

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
WSX44404			
ORDNANCE SURVEY PLAN REFERENCE	SZ 9398	SECTION	B
COUNTY	WEST SUSSEX	DISTRICT	ARUN
		© Crown copyright 1980	



This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 22 September 2010 at 15:45:16. 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 Land Registry, Durham Office.

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