

**DATED**

**20 JANUARY 2022**

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

**RELATING TO LAND AT 73 & 75 ALDWICK ROAD, BOGNOR REGIS,  
WEST SUSSEX, PO21 2NW**

**OWNER – MWG PROPERTIES LIMITED**

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THIS DEED is dated 20 JANUARY 2022 (twentieth of January two thousand and twenty two)

(1) MWG Properties Limited:

MWG Properties Limited incorporated and registered in England and Wales with company number 10664113 whose registered office is at 93 Aldwick Road Aldwick, Bognor Regis, West Sussex, England, PO21 2NW

IN FAVOUR OF Arun District Council of The Civic Centre Maltravers Road Littlehampton BN17 5LF

**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 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 [REDACTED] 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:** Full planning application for the change of use from Class E (retail)/B8 storage to C3 residential & the creation of 3 No. dwelling units through the conversion of the rear of nos. 73 & 75 & the erection of a part single storey/part two storey rear extension with associated amenity space & refuse/recycling stores

**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/285/21/PL

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application or by the Secretary of State Planning Inspectorate in respect of any appeal that is made on the Planning Application.

**Property:** the freehold land at 73 & 75 Aldwick Road, Bognor Regis, West Sussex, PO21 2NW shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX89118

**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, 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 Ms Claire Sparrow of MWG Properties Limited at 93 Aldwick Road Aldwick, Bognor Regis, West Sussex, England, PO21 2NW

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.

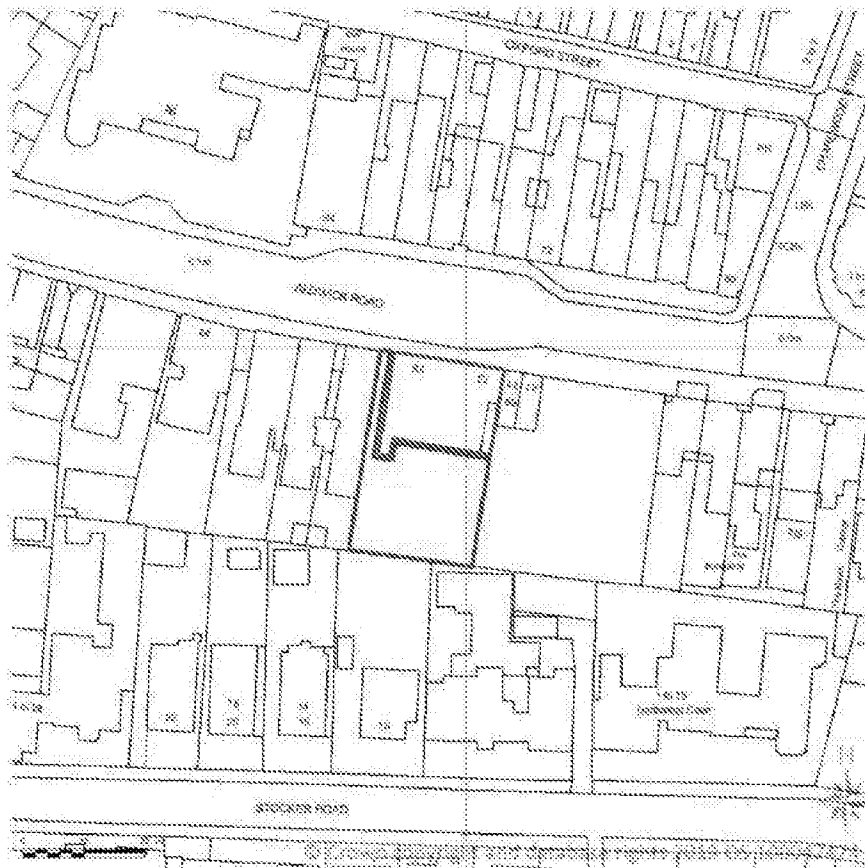
**12. GOVERNING LAW**

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.

|                                                                                                     |                                                                                                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>2.<br/>Executed as a deed by MWG<br/>Properties Ltd acting by<br/>Claire Sparrow, a director</p> | <div data-bbox="794 443 1273 526" style="background-color: black; width: 100%; height: 37px;"></div> <div data-bbox="810 517 906 533" style="font-size: 8px;">Director</div> <div data-bbox="831 555 1182 674" style="font-size: 24px; font-family: cursive;">20/1/2022</div> |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# 1. PLAN



## **2. PROPERTY**

Title Number : WSX89118

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

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 24 JUN 2021 at 11:33:10 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

#### REGISTER EXTRACT

Title Number : WSX89118

Address of Property : 73 and 75 Aldwick Road, Bognor Regis, (PO21 2NW)



Registered Owner(s) : M.W.G PROPERTIES LIMITED (Co. Regn. No. 10664113) of 93 Aldwick Road, Bognor Regis PO21 2NW.

Lender(s) : None

## Title number WSX89118

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 24 JUN 2021 at 11:33:10. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the HM Land Registry web site explains how to do this.

## A: Property Register

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

WEST SUSSEX : ARUN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 73 and 75 Aldwick Road, Bognor Regis, (PO21 2NW).
- 2 The mines and minerals are included.
- 3 The Tithe rent charges have been redeemed.
- 4 (18.01.2007) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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 (13.03.2018) PROPRIETOR: M.W.G PROPERTIES LIMITED (Co. Regn. No. 10664113) of 93 Aldwick Road, Bognor Regis PO21 2NW.
- 2 (13.03.2018) The price stated to have been paid on 7 March 2018 was £1,400,000.

## C: Charges Register

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

- 1 A Transfer of the land tinted pink on the title plan dated 31 March 1919 made between (1) Ada Mary Stocker and others and (2) Thomas Tregear contains covenants identical with those contained in the Transfer referred to below except that the following sentence is added to Paragraph 3 of the Schedule before the Note:-  
  
"No house shall be stuccoed but this shall not preclude the proper use of rough cast"
- 2 A Transfer of the land tinted blue and tinted yellow on the title plan dated 14 November 1919 made between (1) Ada Mary Stocker and others and (2) Reginald William Tregear contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land tinted mauve on the title plan dated 14 November 1919 made between Ada Mary Stocker and others and (2) Reginal William Tregear contains covenants identical with those contained in the Transfer referred to above.
- 4 A Transfer dated 5 July 1920 made between (1) Reginald William Tregear and (2) Lilian Rosabelle Pennicott and Hale Robert Pennicott the land tinted mauve on the title plan was conveyed subject to conditions and

## C: Charges Register continued

stipulations a copy of which are set out in the schedule of restrictive covenants hereto.

- 5 A Transfer dated 5 July 1920 made between (1) Reginald William Tregear and (2) Lilian Rosabelle Pennicott and Hale Robert Pennicott the land tinted yellow on the title plan contains conditions and stipulations details of which are set out in the schedule of restrictive covenants hereto.
- 6 A Transfer of the land tinted pink on the title plan dated 10 October 1921 made between (1) Thomas Tregear and (2) The London County Westminster and Parrs Bank Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 A Transfer of the land tinted pink and tinted blue on the title plan dated 28 March 1933 made between (1) Thomas Tregear and (2) Hale Robert Pennicott contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 8 (27.10.2011) 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 restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 14 November 1919 referred to in the Charges Register:-

"I the said Reginald William Tregear hereby covenant with the said Ada Mary Stocker, Alonzo Harold Stocker, Hope Johnstone and Robert Le Brasseur to observe and perform the stipulations and conditions contained in the Schedule hereunder written so far as the same affect the land hereby transferred and are now subsisting and are capable of taking effect and to indemnify the said Ada Mary Stocker Alonzo Harold Stocker Hope Johnstone and Robert Le Brasseur as such Trustees as aforesaid from and against all actions proceedings claims and demands on account of the said stipulations and conditions in relation to the land hereby transferred and will cause a recital or reference to such stipulations and conditions to be inserted in all transfers and leases of the said land.

THE SCHEDULE above referred to

1. Fences. The said Reginald William Tregear (hereinafter called the Purchaser) shall forthwith make and afterwards maintain good substantial boundary walls or close fences on the land purchased by him next the road or roads on which the same fronts and the side and back thereof marked 'T' within the boundary as shown in the annexed plan The front boundary fence and the return fence back to the building line shall not be higher than four feet and other fences shall not be less than four feet or more than six feet in height All such fences shall be of such materials and design as the Vendors or their architect may approve

2. Building Line. The building line from the road boundary shall be observed as marked on the plan and no building shall be erected nearer the division fences than four feet. Nothing is to be erected between the building line and the road but fences bay windows or architectural dressings.

3. Buildings. The Purchaser shall submit plans and elevations of all buildings additions to existing building stables motor sheds etcetera proposed to be erected on the lot purchased by him to the Vendors' Architect and obtain his written approval of same before commencing building The Architect's approval or disapproval shall be notified to the Purchaser within one month from the deposit of the plans No fee shall be payable in respect thereof.

NOTE 1: All houses must be detached or semi-detached except on the plots fronting Aldwick Road where terrace houses will be allowed No restriction is placed on the style of building to be erected but the Vendors' Architect will require the side and back elevations to be

## Schedule of restrictive covenants continued

treated in the same style as the front so that each house may be presentable from all points of view

4. Value of Buildings. No house shall be erected on any lot of a less value than as to Lots one to twelve inclusive Seven hundred pounds, thirteen to twenty-three inclusive Six hundred pounds; twenty-four to fifty-nine inclusive Five hundred pounds. Not more than one house shall be erected on each plot.

5. Prohibited Trades. No building shall be used without the consent of the Vendors as or for an hotel inn public house or beer shop No manufacture shall be carried on on any of the lots or buildings erected thereon and no operative machinery shall be fixed or placed on same No trade business or manufacture except that of a boarding house shall be carried on on any lot or shops erected on any lot excepting lots twenty-four to forty-five both inclusive and no chimney stacks other than those attached to dwellinghouses shall be erected without in any case the consent of the Vendors No lot or lots shall be used for any purpose which shall be in any way a nuisance damage or annoyance to the Vendors their executors administrators or assigns or their tenants or to the owners or tenants of adjoining property or the neighbourhood or which may tend to depreciate or lessen the value of any part of the rest of the estate The land hereby assured or any buildings to be erected thereon shall not be used for the purpose of a motor garage.

6. Prohibited Buildings Etc. No temporary building structure or caravan whether on wheels or otherwise of any kind is to be erected or placed on any lot except sheds or workshops used only for the works incidental to the erection of the house built thereon or on the next immediately adjoining lot or lots No bricks earth or clay shall be made or burned on any lot nor shall any sale of building materials be held thereon No mould or refuse shall be deposited upon any of the lots nor shall any gravel or minerals be excavated for below the level of roadway except for foundations of buildings No lot or portion thereof is to be made into or used as a road or way to any adjoining land In the event of the breach of this stipulation by the purchaser he shall forthwith pay to the Vendors the sum of One hundred pounds not by way of penalty but as liquidated damage.

7. Stumping Lots. The lots being once stumped out by the Vendors the Purchaser must undertake the care and maintenance of the boundary marks Should he at any time wish to have these restored he can do so by applying to the architect or surveyor of the Vendors and paying his charges.

8. The Vendors reserve the right at any time to alter add to or vary the plan or these stipulations."

NOTE 2: The Southern and Western boundaries are so marked

NOTE 3: The building line is shown by the line of existing buildings.

2 The following are details of the conditions and stipulations contained in the Transfer dated 5 July 1920 referred to in the Charges Register:-

"subject to the following restrictive conditions and stipulations namely:-

(1) Not to carry on the trade calling or occupation of a Grocer Provision Merchant Butcher Valuer Auctioneer or House Agent on or upon the premises hereby transferred (2) To permit the said Reginald William Tregear his personal representatives and assigns or the owners or Owner for the time being of the premises adjoining on the eastern side of the premises hereby transferred to have the option of using the wall on the eastern side of the premises hereby transferred for the purpose of building into upon or against the same or for supporting any erection or building to be erected or built by the said Reginald William Tregear his personal representatives or assigns the said Reginald William Tregear his personal representatives or assigns making good all damage caused by such use and paying to the said Lilian Rosabelle Pennicott and Hale Robert Pennicott the sum of £50 only for such use as and when the said option shall be so exercised."

## Schedule of restrictive covenants continued

- 3 The following are details of the restrictive conditions and stipulations dated 5 July 1929 referred to in the charges register:-

"subject to the following restrictive conditions and stipulations namely:-

(1) Not to carry on the trade calling or occupation of a Grocer Provision Merchant Butcher Valuer Auctioneer or House Agent on or upon the premises hereby transferred (2) To permit the said Reginald William Tregear his personal representatives and assigns or the owners or owner for the time being of the premises adjoining on the western side of the premises hereby transferred to have the option of using the wall on the western side of the premises hereby transferred for the purpose of building into upon or against the same or for supporting any erection or building to be erected or built by the said Reginald William Tregear his Personal Representatives or assigns the said Reginald William Tregear his personal representatives or assigns making good all damage caused by such use and paying to the said Lilian Rosabelle Pennicott and Hale Robert Pennicott the sum of £50 only for such use as and when the said option shall be so exercised."

NOTE: The western side is now internal.

- 4 The following are details of the covenants contained in the Transfer dated 10 October 1921 referred to in the Charges Register:-

"THE VENDOR for himself his heirs executors administrators and assigns to the intent and so as to bind not only himself but all persons in whom the land comprised in the titles numbered Z2026Z and 17475 hereinafter mentioned or any part thereof shall for the time being be vested and to bind such land and every part thereof into whosoever hands the same may come (but not so as to render himself his heirs executors administrators or assigns personally liable for any breach thereof after he or they shall have parted with all interest in the said lands in respect of which such breach shall occur) hereby covenants with the Transferees their successors and assigns that no building now or hereafter to be erected on any of the plots of land comprised in Titles numbered Z2026Z and 17475 both in the County of Sussex in the Parish of Bognor whereof the Vendor is the registered proprietor with an absolute title in the Land Registry shall be used as or for a Bank."

NOTE: The land comprised in Title 17475 is tinted pink on the filed plan.

- 5 The following are details of the covenants contained in the Transfer dated 28 March 1933 referred to in the Charges Register:-

"The said Hale Robert Pennicott hereby covenants with the said Thomas Tregear:-

1. To observe the restrictions already entered on the Register affecting the said Titles.

2. To observe the following restrictions:-

(1) The said land and any premises erected thereon or on any part thereof shall not be used for the purpose of the business of a Grocer, Butcher, Auctioneers and Surveyors, Estate Agents, Cafe or a Bank.

(2) The plans of any building or buildings proposed to be erected on the said land shall be submitted to the said Thomas Tregear and his approval obtained thereto in writing before commencing building such approval not to be unreasonably or arbitrarily refused."

## Schedule of notices of leases

|   | Registration<br>date<br>and plan ref. | Property description     | Date of lease<br>and term | Lessee's<br>title |
|---|---------------------------------------|--------------------------|---------------------------|-------------------|
| 1 | 12.10.2011                            | Part Ground Floor, 73-75 | 12.10.2011                | WSX346206         |

Title number WSX89118

## Schedule of notices of leases continued

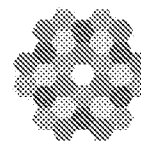
| Registration<br>date<br>and plan ref. | Property description | Date of lease<br>and term  | Lessee's<br>title |
|---------------------------------------|----------------------|----------------------------|-------------------|
|                                       | Aldwick Road         | 15 years from<br>7.10.2011 |                   |

End of register

# HM Land Registry

## Current title plan

Title number **WSX89118**  
Ordnance Survey map reference **SZ9298NE**  
Scale **1:1250**  
Administrative area **West Sussex : Arun**



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