

**R and SD Properties LTD
c/o 15 Marquis Way
Bognor Regis
West Sussex
PO21 4AT
07905 354868**

23/03/2022

Dear Sir/Madame

Completed Section 106 Agreement for Pagham Harbour Access Management

Please find attached a completed Section 106 agreement with the requested legal fee of [REDACTED] and proof of title attached. This relates to the follow application: BR/283/21/PD. Land to the rear of 27 Station Road, Bognor Regis, PO21 1QD

Please let me know if you require anything further.

Kind regards

[REDACTED]

25 MAR 2022

Sandra Ellis

DATED

25 /03/2022

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

**RELATING TO LAND AT
LAND TO THE REAR OF 27 STATION ROAD BOGNOR REGIS PO21 1QD**

Parties:

OWNER: R AND SD PROPERTIES LTD

and

MORTGAGEE: HANDLESBANKEN PLC, 3 THOMAS MORE SQUARE, LONDON, E1W 1WY

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THIS DEED is dated:

- (1) R and SD Properties Ltd incorporated and registered in England and Wales with company number 110501272 whose registered office is at Appledram Barns, Birdham Road, Chichester PO20 7EQ **Owner**
- (2) Handlesbanken PLC incorporated and registered in England and Wales with company number 11305395 whose registered office is at 3 Thomas More Square, London, E1W 1WY **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 WSX336014 known as land at the rear of 27 Station Road 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 05.12.2018 referred to in entry number 4. of the charges register of Title number WSX336014 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 £871.00 eight hundred and seventy one pounds 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 Change of use 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/283/21/PD.

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

Property: the freehold land at the rear of 27 Station Road, Bognor Regis, shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX336014.

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 Sandra Ellis at: 15 Marquis Way, Bognor Regis West Sussex PO21 2AT;
- (c) to the Mortgagee at: The Orangery, 40 North Street, Chichester PO19 1LX marked for the attention of Gregory Zebell

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.Executed as a deed by R and SD Properties acting by Sandra Ellis, a director and Raymond Ellis , a director OR its secretary.	DIRECTOR Director SIGNATURE OF SECOND DIRECTOR
2. Executed as a deed by Handelsbanken PLC by affixing the Corporate Seal in the presence of:	[AUTHORISED SIGNATORY]

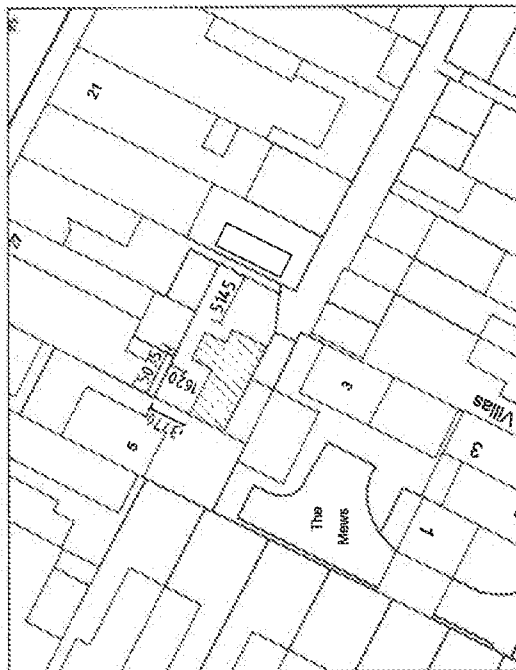
Figures dimensions only are to be used. All dimensions to be checked on site. Differences between drawings and between drawings and specifications in the event of conflict to be reported to L&P Designers Ltd. The liability is accepted for the application for:
1. Planning permission
2. Building Regulations
3. Listed Building Consent
4. Conservation Area Consent
5. Tree Preservation Order
6. Other relevant consents
The copyright of the drawings and designs remains L&P Designers Ltd.
All rights are reserved for the application. They may not be used for any other purpose without the express written permission of L&P Designers Ltd.

Revised:

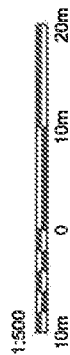
LEGEND:

AREA OF THE SITE

AREA OF THE EXISTING BUILDINGS



BLOCK PLAN
Sc. 1:500



Site No.
Church House,
The Meadows,
Rugby Regis,
West Sussex,
PO22 7PG
TEL: 01323 892644

Architectural
Services
Planning
Building Regs
On Site Supervision
Landscape Design

e-mail: info@lpsdesigns.com

Client:

R and SD Properties Ltd.

Project:

Land to the Rear of 27 Station Road
Rugby Regis, West Sussex
PO21 1QD

Drawing Title:

BLOCK PLAN

Issue notes:

Client's proposals ☐ Production information ☐ Scheme design ☐
Tender drawing ☐ Detail design ☐ Contract drawing ☐

Drawn by:	Checked by:	Date:
1:500 @A3	R. Stefanski	24.11.2021
Job No:	Drawing No:	Revision:
1528	PL 101	

Title Number : WSX336014

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 JAN 2022 at 09:10:01 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	: WSX336014
Address of Property	: land at the rear of 27 Station Road, Bognor Regis (PO21 1QD)
Price Stated	: Not Available
Registered Owner(s)	: RAYMOND ELLIS and SANDRA DENISE ELLIS of 15 Marquis Way, Aldwick, Bognor Regis PO21 4AT.
Lender(s)	: Handelsbanken PLC

Title number WSX336014

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 24 JAN 2022 at 09:10:01. 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.

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A: Property Register

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

WEST SUSSEX : ARUN

- 1 (20.04.1983) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at the rear of 27 Station Road, Bognor Regis (PO21 1QD).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 28 December 1959 made between (1) Jack Green (Vendor) and (2) Ellen Gould (Purchaser):-

"TOGETHER with a right of way in common with the Vendor and all other persons having a similar right to pass and repass over and along the passageway situate at the rear of the properties hereby conveyed leading into Crescent Road AND TOGETHER ALSO with all such rights and easements and quasi-rights and quasi easements and privileges as are at present enjoyed by the property hereby conveyed over the adjoining premises known as Number twenty-nine Station Road in the same manner as if the said properties known as Numbers twenty-seven and twenty-nine had prior to the date hereof belonged to different owners and such rights and easements and quasi rights and quasi easements and privileges had been acquired by prescription EXCEPT AND RESERVING unto the Vendor or other the owner or owners for the time being of Number twenty-nine Station Road aforesaid and the upper portion of the building known as number twenty-seven Station Road aforesaid (i) full right of support and other covenants rights and privileges as are at present enjoyed in like manner as if the said properties numbers twenty-seven and twenty-nine had belonged to different owners and such rights had been acquired by prescription (ii) a right of way for the Vendor and his successors in title his and their servants and agents at all times and for all purposes over and along that portion of the land coloured pink and hatched black on the said plan."

NOTE: The land coloured pink hatched black referred to is tinted mauve on the title plan as far as it affects the land in this title.

- 3 (16.06.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 1 June 2010 made between (1) Antonio Luongo and (2) Raymond Ellis and Sandra Denise Ellis.

NOTE: Copy filed.

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 (16.06.2010) PROPRIETOR: RAYMOND ELLIS and SANDRA DENISE ELLIS of 15 Marquis Way, Aldwick, Bognor Regis PO21 4AT.
- 2 (16.06.2010) RESTRICTION: No disposition by a sole proprietor of the

B: Proprietorship Register continued

registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

- 3 (16.06.2010) A Transfer of the land in this title dated 1 June 2010 made between (1) Antonio Luongo and (2) Raymond Ellis and Sandra Denise Ellis contains purchaser's personal covenants.

NOTE: Copy filed.

- 4 (12.11.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 24 October 2014 in favour of Handelsbanken PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (30.06.2003) A Conveyance dated 12 June 1894 made between (1) Henry Marshall and John Henry Marshall (2) Alice Cowell (3) Henry Marshall (4) Alice Cowell and Henry Marshall AND (5) Albert Seymour contains the following covenants:-

COVENANT by the said Albert Seymour for himself his heirs and assigns with the vendors that he or they would not at any time thereafter do or commit any act matter or thing on the said piece of land thereby granted which would be or grow to be a nuisance annoyance or inconvenience to the Vendors or the neighbourhood or to owners of any land near or adjoining the said piece of land thereby granted and also would not use or permit to be used the same or any building to be erected thereon as an Inn Tavern Public House or Beer House or for the sale of ale, beer wine spirits or other intoxicating drinks.

- 2 (30.06.2003) A Conveyance dated 10 February 1906 made between (1) Henry Marshall (2) Henry Marshall and Newton Herbert Marshall (3) Alice Cowell (4) Jasper Cowell and Henry Marshall and (5) Albert Seymour contains the following covenants:-

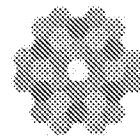
COVENANT By Albert Seymour for himself his heirs and assigns with the persons parties thereto of the 1st and 3rd parts their respective Executors and Administrators that he or they would not at any time thereafter do or permit any act matter or thing on the said piece of land thereby conveyed which should be or grow to be a nuisance annoyance or inconvenience to the persons parties thereto of the 1st 2nd and 4th parts or the neighbourhood and to the owners of any land near or adjoining the said piece of land thereby conveyed and also would not use or permit to be used the same or any building erected or to be erected thereon as an Inn Tavern Public House or Beer House or for the sale of ale beer wines spirits or other intoxicating drinks.

- 3 (12.11.2014) REGISTERED CHARGE dated 24 October 2014.
- 4 (05.12.2018) Proprietor: HANDELSBANKEN PLC (Co. Regn. No. 11305395) of 3 Thomas More Square, London E1W 1WY and of 101 Barbirolli Square, Manchester M2 3BG.
- 5 (12.11.2014) The proprietor of the Charge dated 24 October 2014 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

HM Land Registry Current title plan

Title number **WSX336014**
Ordnance Survey map reference **SZ9399SW**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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