

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

25 MAR 2022

23/03/2022

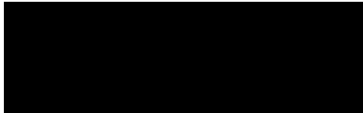
Dear Sir/Madame

Completed Section 106 Agreement for Pagham Harbour Access Management

Please find attached a completed Section 106 agreement with the requested legal fee of £200.00 and proof of title attached. This relates to the follow application: BR/61/22/PL. 20 Nyewood Lane, Bognor Regis West Sussex PO21 2QB.

Please let me know if you require anything further.

Kind regards



Sandra Ellis

DATED

23/03/2022

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

RELATING TO LAND AT

Reaston

20 Nyewood Lane, Bognor Regis, West Sussex, PO21 2QB

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 WSX20235 known as 20 Nyewood Lane, Bognor Regis, West Sussex, 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 3. of the charges register of Title number WSX20235 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/61/22/PL

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

Property: the freehold Reaston, 20 Nyewood Lane, Bognor Regis, shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX20235.

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 Zeball

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.

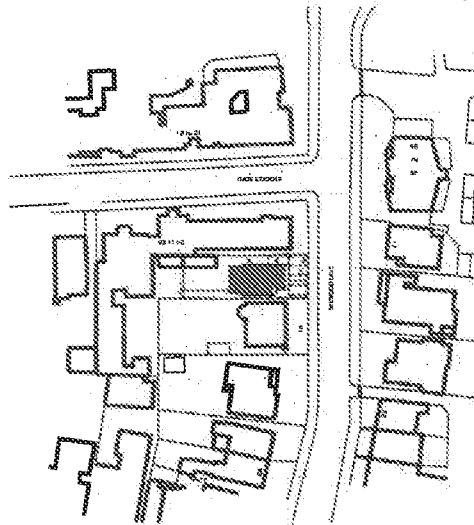
13.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.]

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 Propierties acting by Sandra Ellis, a director and Raymond Ellis , a director OR its secretary.	SIGNATURE OF FIRST 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]



Block Plan



Location Plan

nda projects

St John's House - St John's Street
Chichester - West Sussex - PO15 1BJ
Tel: 07851 557017
Email: ndaprojects@btinternet.com

For: R and S Properties Ltd

20 Newwood Lane
Bosmer Ridge
PO21 2GB

Block and Location Plans

Date	Issue	Drawn	Checked
15th Dec 2021	01	11:250	550:8:18
Author	Drawn	Checked	Revised
2021: 06 P	01		

NOTES:

- Drawings to be checked on site before planning approval is granted.
- Any discrepancies shall be reported immediately.
- Do not build from these drawings except for planning purposes.
- Do not build from these drawings without the written consent of the local planning authority.
- Where applicable, the drawings to be used in conjunction with these drawings shall be used.
- This drawing is the copyright of nda projects Ltd.



Title Number : WSX20235

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 09:00:10 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	: WSX20235
Address of Property	: 20 Nyewood Lane, Bognor Regis (PO21 2QB)
Price Stated	: £325,000
Registered Owner(s)	: RAYMOND ELLIS and SANDRA DENISE ELLIS of Almond Beach House, 15 Marquis Way, Aldwick, Bognor Regis, West Sussex PO21 4AT.
Lender(s)	: Handelsbanken PLC

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 09:00:10. 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 (27.01.1866) The freehold land shown edged with red on the plan of the above Title filed at the Registry and being 20 Nyewood Lane, Bognor Regis (PO21 2GB).

2 (22.06.2009) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

3 (22.06.2009) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

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 (10.02.2004) PROPRIETOR: RAYMOND ELLIS and SANDRA DENISE ELLIS of Almond Beach House, 15 Marguils Way, Aldwick, Bognor Regis, West Sussex PO21 4AT.

2 (10.02.2004) The price stated to have been paid on 14 January 2004 was £325,000.

3 (03.10.2008) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

4 (16.12.2014) 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 28 November 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 A Transfer of the land in this title dated 31 December 1919 made between (1) Ada Mary Stocker and others and (2) Charles Johnson contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 (16.12.2014) REGISTERED CHARGE dated 28 November 2014.

3 (05.12.2018) Proprietor: HANDELSBANKEN PLC (Co. Regn. No. 11305395) of

C: Charges Register continued

3 Thomas More Square, London E1W 1WY and of 101 Barbirolli Square, Manchester M2 3BG.

- 4 (16.12.2014) The proprietor of the Charge dated 28 November 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.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 31 December 1919 referred to in the Charges Register:-

"THE said Charles Johnson doth hereby covenant with the said Ada Mary Stocker Alonzo Harold Stocker Hope Johnstone and Robert Le Brasseur to the intent and so that the covenant hereinafter contained shall be binding on the said land into whosoever hands the same may come but not so as to render the said Charles Johnson personally liable in damages for any breach thereof after he shall have parted with all interest in the said land in manner following that is to say that he the said Charles Johnson his heirs executors administrators and assigns will at all times hereafter perform and observe the stipulations and regulations in relation to the said land hereby assured which are contained in the said Schedule hereto so far as the same ought to be performed and observed by the said Charles Johnson his heirs executors administrators or assigns AND further that he the said Charles Johnson his heirs executors administrators or assigns will cause a recital or reference to such stipulations to be inserted in all assurances and leases by him or them of the land hereby assured or any part thereof."

THE SCHEDULE above referred to

1. FENCES - 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 Vendor or their surveyors 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 except on shop lots fronting Aldwick Road 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 building additions to existing buildings 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: All houses must be detached or semi-detached except on the shop sites fronting Aldwick Road where terrace houses will be allowed. No restriction is placed on the style of building to be erected but the Vendor's Architect will require the side and back elevations to be 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 less value than as to lots 1 to 12 inclusive Seven hundred pounds; 13 to 23 inclusive Seven hundred pounds; 24 to 45 inclusive (shop sites) Six hundred Pounds; lot 46 Six Hundred Pounds; lots 47 to 60 inclusive Five Hundred Pounds. Except for the Aldwick Road lots which are shop sites no single house shall be built on a smaller frontage than Thirty five feet or semi-detached house on a smaller frontage than Fifty feet. The minimum frontage of sites for shops shall be Twenty-two feet.

Schedule of restrictive covenants continued

5. PROHIBITED TRADES - No building shall be used as or for an hotel, inn, public-house or beer-shop, excepting lot 12 and any other lot or lots sold with it as the site for an hotel. 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 shall be carried on or shops erected on any lot excepting lots 24 to 45 inclusive and no chimney stacks other than those attached to dwellinghouses or shops shall be erected without 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 heirs 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 agreed to be sold or any buildings to be erected thereon shall not be used as a public 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 to be 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 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. ROADS AND DRAINS - No part of the sites of Goodman Drive Stocker Road or Myewood Lane is to be deemed to be included in any of the said lots but the Vendors will in the assurance to the purchaser grant to him a right of way over the whole of the said roads at all times and for all purposes the purchaser is to contribute rateably in proportion to the length of his abuttal on the said roads to the cost of keeping the said roads in repair until they become public roads repairable by the Urban District Council or other local authority and (2) the cost and charges of and in relation to making up the said roads the purchaser shall not obstruct such roads in any way or remove or disturb the soil or surface thereof except so far as may be necessary for the purpose of laying with the permission of the Vendors or their surveyor to be previously obtained gas water or drain pipes from his lot to the mains in any of which cases such roads shall as soon as possible be made good by and at the expense of the purchaser who shall have interfered with or disturbed the same to the satisfaction of the Vendors their heirs or assigns or their surveyor for the time being.

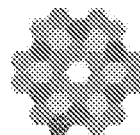
8. STUMPING LOTS - The lots being once stumped out by the Vendors the purchaser must undertake the care and maintenance of the boundary marks. Should he at any time wish to have these restored he can do so by applying to the surveyor and paying his charges.

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

End of register

HM Land Registry Current title plan

Title number **WSX20235**
Ordnance Survey map reference **SZ9298NE**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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HM Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. 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.

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