

DATED

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION 106 OF
THE TOWN & COUNTRY PLANNING ACT 1990 RELATING TO LAND AT [ADDRESS]**

Parties:

OWNER [NAME]

MR ROBERT JOHN GOULD & MRS MAUREEN GOULD
ANGGEEKIK / WEST HOLME NURSERIES TODDINGTON LANE
LITTLEHAMPTON. and WEST SUSSEX BN17 7PP.

[MORTGAGEE - NAME]

HALIFAX - MORTGAGE UNDERWRITING SUPPORT
HALIFAX BARNETT WAY GLOUCESTER GL4 3RL.

5. Governing law

This power of attorney shall be governed by, and construed in accordance with, the laws of England and Wales.

IN WITNESS whereof this power of attorney has been duly executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed
by Bank of Scotland plc
acting by an authorised attorney


Jonathan Baum
Authorised Attorney

in the presence of:

Witness signature:

Witness name:

Witness address:

17 KINGSWAY, WEST
WICKHAM, KENT BR4 9SD

Schedule One referred to in the foregoing Power of Attorney of Bank of Scotland plc

All job titles referred to are roles within Lloyds Banking Group plc, unless stated to the contrary

First Name(s)	Surname	Job Title	Place of Work
Samantha Rachel	Davies	Team Manager	Barnwood
Tracey Louise	Smith	Mortgage Underwriter	Barnwood
Simon James	Daniels	Mortgage Underwriting Support Administrator	Barnwood
Rachel Judith	Delaney	Mortgage Underwriting Support Administrator	Barnwood
Sharon Jane	Hothersall	Mortgage Underwriting Support Administrator	Barnwood
Graham	Littlewood	Mortgage Underwriting Support Administrator	Barnwood
Julie	Poole	Mortgage Underwriting Support Administrator	Barnwood
Janet	Painling	Mortgage Underwriting Support Administrator	Barnwood
Alison Jane	Clair	Fraud External Liaison & Secured Fraud Recoveries	Barnwood
Jane	Bland	Team Manager	Halifax
Graham	Peak	Mortgage Underwriting Support Administrator	Halifax

Danielle Dawn	Phelan	Mortgage Underwriting Support Administrator	Halifax
Anne Margaret	Drury	Mortgage Underwriting Support Administrator	Halifax
Karen Jane	Bridge	Mortgage Underwriting Support Administrator	Halifax
Julie	Gibson	Mortgage Underwriting Support Administrator	Halifax
Diane June	Waile	Mortgage Underwriting Support Administrator	Halifax
Beverley Michelle	McConnell	Mortgage Underwriting Support Administrator	Halifax
Emma Jane	Bradley	Mortgage Underwriting Support Administrator	Halifax
Julianne	Holroyd	Mortgage Underwriting Support Administrator	Halifax
Naila Kausar	Mir	Mortgage Underwriting Support Administrator	Halifax
Richard Phillip	East	Mortgage Underwriting Support Administrator	Halifax
Graig Andrew	Brennan	Mortgage Underwriting Support Administrator	Halifax

Schedule Two referred to in the foregoing Power of Attorney of Bank of Scotland plc

Reposessed Property, including documents relating to -

- (1) the sale, transfer, assignment or assignment, lease, sub-lease or other disposition of any property taken into possession by the Company pursuant to a power of sale arising under a mortgage, standard security or charge to which the Company is a party ('Reposessed Property'); and
- (2) the grant or release of easements or servitudes, covenants or burdens or any other rights or encumbrances whatsoever over the Repossessed Property.

Dealings with Mortgaged / Charged Property and Discharge of Mortgages / Standard Securities, including documents relating to -

- (1) the variation, alteration, amendment, modification, replacement or substitution of any mortgage, standard security or charge to which the Company is a party;
- (2) the vacation, discharge, receipt, release, restriction, disbursement, surrender, conveyance, re-conveyance, assignment or assignment or re-assignment or re-assignment of any mortgage, standard security, charge or other security held by the Company; and
- (3) the postponement, deferment, subordination or other regulation of the priority or ranking of any mortgage, standard security, charge or other security held by the Company; and
- (4) the grant or release of easements, servitudes or covenants or burdens on, consent to letting, underletting, assignment or assignment, alteration or surrender of any property held by the Company as a trustee or nominee or charged to the Company.

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THIS DEED is dated [DATE]

- (1) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [IF AN INDIVIDUAL, FULL NAME] of [FULL POSTAL ADDRESS] **Owner**
- (2) [[FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **Mortgagee]**

IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road Littlehampton West Sussex 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 [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 [DATE] referred to in entry number [NUMBER] of the charges register of Title number [NUMBER] 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 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: *TEN THOUSAND POUNDS - ONE THOUSAND PER PLOT.*
Access Management Contribution: the sum of £[AMOUNT] 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 [DESCRIPTION OF THE DEVELOPMENT] as described in the Planning Application.

OUTLINE APPLICATION FOR TEN BUILDING PLOTS
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 [NUMBER]. *P05595592*

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

Property: the freehold land at [DESCRIPTION OR ADDRESS] shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) [NUMBER[S]].

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 [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 Council at: Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Planning Application number;
- (b) to the Owner at: [ADDRESS] marked for the attention of [NAME/POSITION];
- (c) [to the Mortgagee at: [ADDRESS] marked for the attention of [NAME/POSITION].]

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 9.00am 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 in 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 this agreement and acknowledges that the agreement binds the Property. The mortgagee shall only be liable for a breach of the Agreement that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach'.
- 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.]

(NB. Clause 13 to be deleted if there is no mortgagee)

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by [COMPANY NAME] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR OR SECRETARY], [a director OR its secretary]

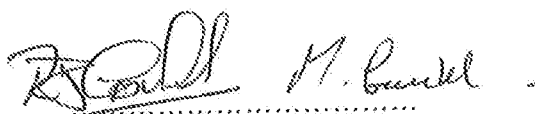
.....
[SIGNATURE OF FIRST DIRECTOR]

Director

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]

Signed as a Deed by [OWNER FULL NAME]



OWNER SIGNATURE

In the presence of:-

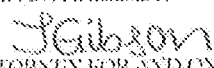
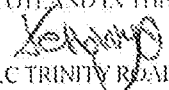
[WITNESS FULL NAME]

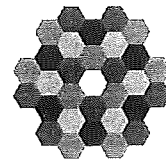
HANS-SÖRG MEYER
7 HAZEL GROVE
ARUNDEL BN18 9JD


WITNESS SIGNATURE

Executed as a deed by [NAME OF MORTGAGEE] by affixing the Corporate Seal in the presence of: 

.....
[AUTHORISED SIGNATORY]

EXECUTED AS A DEED BY:  AS AN ATTORNEY FOR AND ON BEHALF OF BANK OF SCOTLAND IN THE PRESENCE OF:  HALIFAX PLC TRINITY ROAD HALIFAX HX1 2RG
--



HENCHLEYS SOLICITORS
DX57411
LITTLEHAMPTON

DX

Date
5 August 2014

Your ref
KFH LB GOULD

Our ref
RCS/WSX231791

Completion of registration

Title number	WSX231791
Property	Anggerik, Toddington Lane, Wick, Littlehampton (BN17 7PP)
Registered proprietor	ROBERT JOHN GOULD and MAUREEN GOULD

Your application lodged on 5 August 2014 has been completed. An official copy of the register is enclosed together with an official copy of the title plan.

There are no other documents to send to you.

You do not need to reply unless you think a mistake has been made. If there is a problem or you require this correspondence in an alternative format, please let us know.

The Title information document is enclosed for you to keep or issue to your client as appropriate.

Important information about the address for service

If we need to write to an owner, chargee or other party who has an interest noted on the register, we will write to them at the address shown on the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a measure to safeguard against fraud. It is important that this address is correct and up to date. If it is not you may not receive our letter or notice and could suffer a loss as a result.

You can have up to three addresses for service noted on the register. At least one of these must be a postal address, whether or not in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

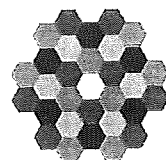
Please let us know at once of any changes to an address for

Land Registry
Durham Office
Southfield House
Southfield Way
Durham DH1 5TR

DX 60200 Durham 3

Tel 0300 006 0010
Fax 0300 006 0030
durham.office
@landregistry.gsi.gov.uk

www.landregistry.gov.uk



Title information document

This document has been issued following a change to the register. It has been supplied for information only. It should not be sent to Land Registry in connection with any subsequent application.

Attached is an official copy of the register and of the title plan showing the entries subsisting following the recent completion of the application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in future you wish to apply for an official copy of the register or title plan, please apply using form OC1 (available from our website, any Land Registry local office and law stationers). A fee is payable for each copy issued.

If you have any queries, or you require this correspondence in an alternative format, please contact us at the address shown, quoting the title number shown on the top of the official copy.

Important information about the address for service

If we need to write to an owner, chargee or other party who has an interest noted on the register, we will write to them at the address shown on the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a measure to safeguard against fraud. It is important that this address is correct and up to date. If it is not you may not receive our letter or notice and could suffer a loss as a result.

You can have up to three addresses for service noted on the register. At least one of these must be a postal address, whether or not in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for

Land Registry
Durham Office
Southfield House
Southfield Way
Durham DH1 5TR

DX 60200 Durham 3

Tel 0300 006 0010
Fax 0300 006 0030
durham.office
@landregistry.gsi.gov.uk

www.landregistry.gov.uk

service.

Public Guide 2 – *Keeping your address for service up to date* explains how to do this. You can view or download copies of this guide from our website at www.landregistry.gov.uk in English and Welsh or obtain a copy of it free of charge from any Customer Support – telephone 0844 892 1111 (0844 892 1122 for a Welsh-speaking service) from Monday to Friday between 8am and 6pm.



Official copy of register of title

Title number WSX231791 Edition date 05.08.2014

- This official copy shows the entries in the register of title or 5 August 2014 at 16:04:03.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 5 August 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Durham Office.

A: Property register

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

WEST SUSSEX : ARUN

- 1 (25.11.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Anggerik, Toddington Lane, Wick, Littlehampton (BN17 7PP).

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 (18.05.1999) PROPRIETOR: ROBERT JOHN GOULD and MAUREEN GOULD of Anggerik, Toddington Lane, Wick, Littlehampton BN17 7PP.

C: Charges register

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

- 1 (22.08.2002) REGISTERED CHARGE dated 29 July 2002 to secure the moneys including the further advances therein mentioned.
- 2 (14.01.2008) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

Title number WSX231791

C: Charges register continued

- 3 (05.08.2014) By a discharge dated 4 August 2014 the land tinted pink on the title plan is no longer charged by the charge dated 29 July 2002.

NOTE: Copy discharge filed.

End of register



Official copy of register of title

Title number WSX105398 Edition date 18.05.19

- This official copy shows the entries on the register of title as at 27 NOV 2015 at 10:43:24.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 Nov 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Durham Office

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (25.09.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Westholme Nurseries, Toddington Lane, Littlehampton, (BN17 7PP).
- 2 (12.05.1999) A new filed 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 (25.09.1986) Proprietor: ROBERT JOHN GOULD and MAUREEN GOULD of Westholme Nurseries, Toddington Lane, Littlehampton, W Sussex, BN17 7PP.

C: Charges Register

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

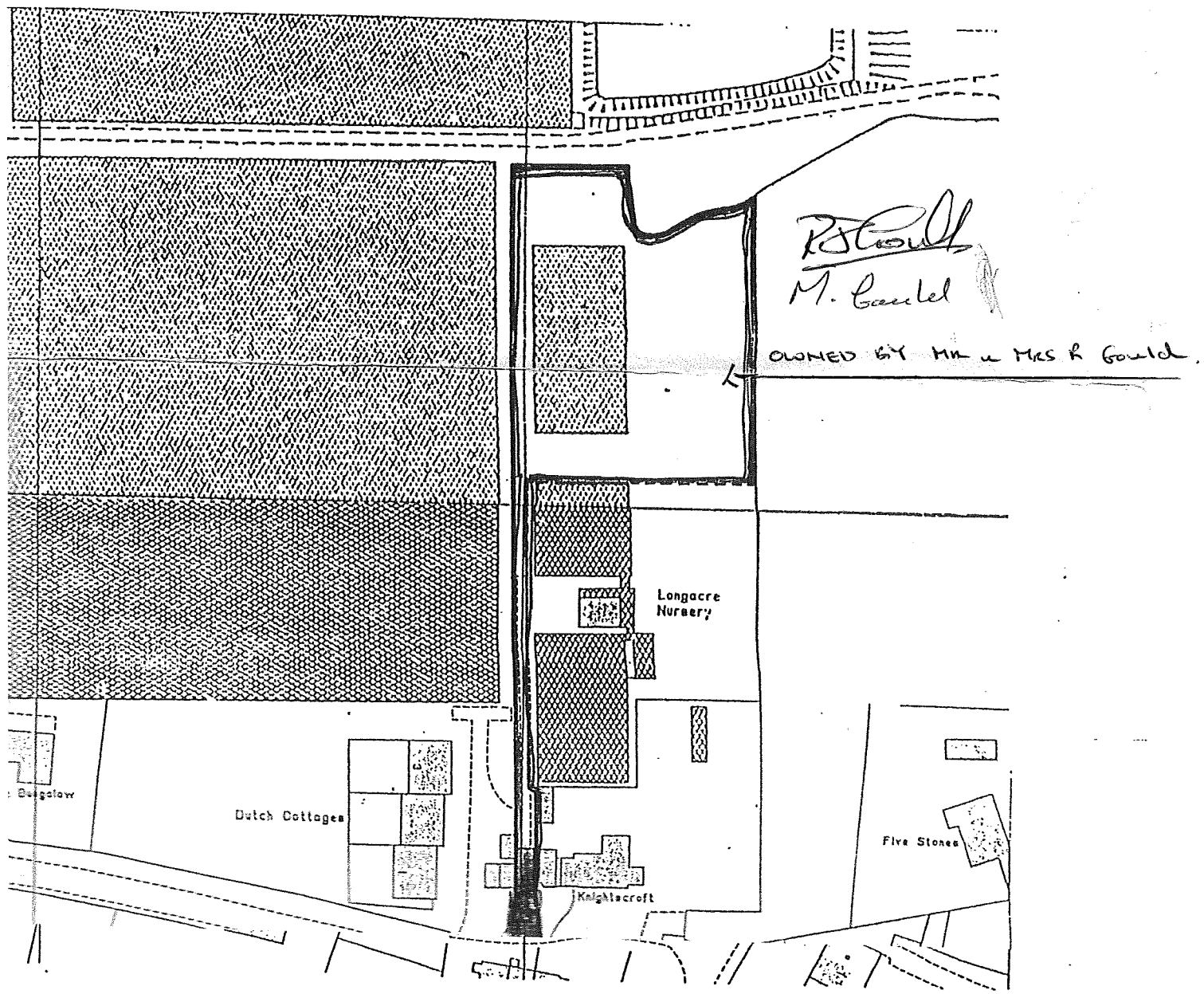
- 1 The land is subject to the following rights granted by a Conveyance of Knightscroft dated 30 July 1976 made between (1) James Ernest Minett and Phyllis Minett (Vendors) and (2) Norman John Latter and Dorothy Beryl Latter (Purchasers):-

TOGETHER also with a right of way for all purposes incidental to the enjoyment of the property hereby conveyed over the two pieces of land coloured brown on the said plan.

NOTE:- The land coloured brown referred to is tinted brown on the filed plan as far as it affects the land in this title.

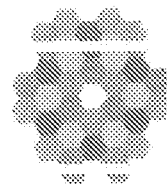
End of register

REGISTRY	TITLE NUMBER		
	WSX 105398		
TO 0303 TO 0304		Scale	
		1/1250	
USSEX	DISTRICT	ARUN	© Crown Copyright

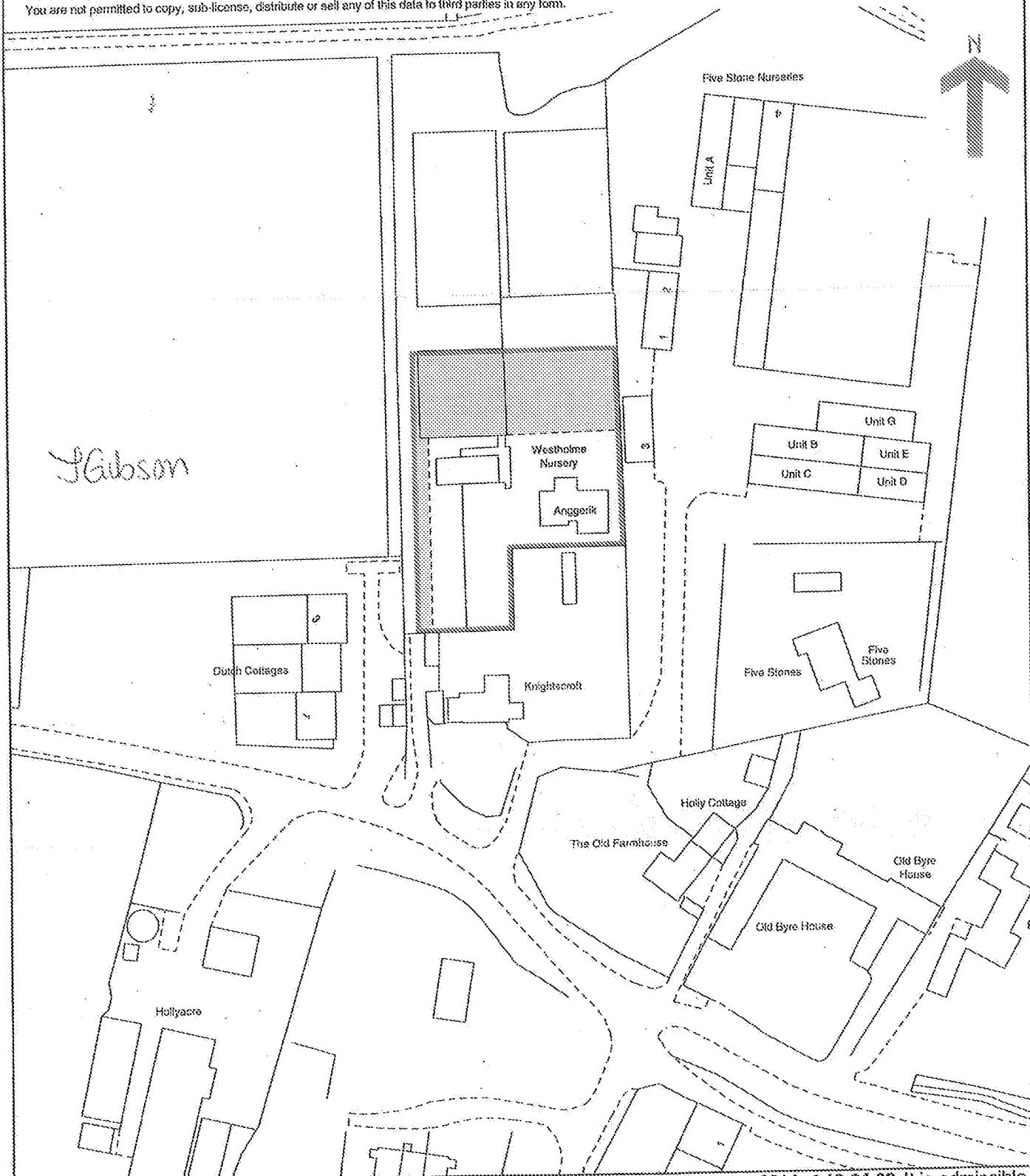


Land Registry
Official copy of
title plan

Title number **WSX231791**
Ordnance Survey map reference **TQ0003NW**
Scale **1:1250** enlarged from 1:2500
Administrative area **West Sussex: Arun**



© Crown copyright and database rights 2014 Ordnance Survey 100026316.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



This official copy issued on 5 August 2014 shows the state of this title plan on 5 August 2014 at 16:04:03. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
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. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Durham Office.