

DATED

DO NOT DATE

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

**RELATING TO LAND AT 1 BEACH ROAD AND 129 EAST FRONT ROAD,
PAGHAM, PO21 4SU**

Parties:

**OWNER DEAN GRIGGS OF 3 EAST FRONT ROAD, PAGHAM, WEST
SUSSEX, PO21 4SU**

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(1) Dean Griggs of 3 East Front Road, Pagham, West Sussex, PO21 4SU Owner

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 [WSX272155] known as land at [1 Beach Road and 129 East Front Road, Pagham, PO21 4SU]
- (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, Cabinet's approval of the tariff based system on 20 July 2015 and a reduction in the tariff on 10 April 2017 and Planning Policy Committee Report ([Model report with explanatory text – November 2023 \(arun.gov.uk\)](https://www.arun.gov.uk/media/1000000/model-report-with-explanatory-text-november-2023.pdf)) 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 £962 [Nine hundred and sixty-two 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 Part change of use of existing amusement arcade to manager's accommodation 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 P/11/26/PL.

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

Property: the freehold land at 1 Beach Road and 129 East Front Road, Pagham, PO21 4SU shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX272155.

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 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 Dean Griggs at: 3 East Front Road, Pagham, West Sussex, PO21 4SU;

10.3. Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service at [9.00 am] on the second Working Day after posting.

10.4. A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. THIRD PARTY RIGHTS

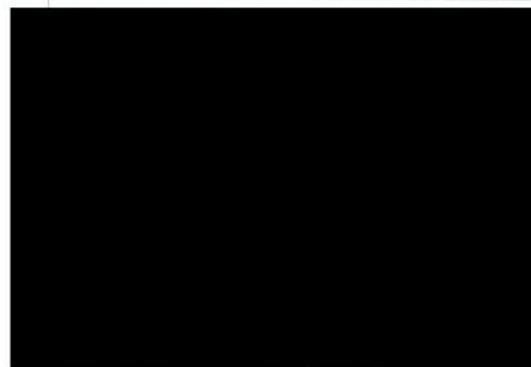
A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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

1. Signed as a Deed by Dean
Griggs



In the presence of:-
Peter Sonntag
30 Bridger Close, Felpham, PO22
8FT
Architect

WITNESS SIGNATURE

IMPORTANT: PLEASE READ THESE NOTES BEFORE COMPLETING THE ATTACHED DOCUMENT.

The attached document is called a Planning Obligation Unilateral Undertaking and is often referred to as a Section 106 Agreement. When you develop a piece of land or property in the area indicated on the attached map as 'Pagham Harbour buffer Zones A & B', you are required to pay a contribution towards preserving this area. It is referred to as Pagham Harbour Access Management Contribution.

The amount that you are required to contribute is worked out at £962 per unit.

The reason for this contribution is because Pagham Harbour is designated as a Special Protection Area and Ramsar site, meaning that it is recognised at an international level in terms of playing an important role linked to the movement of species, specifically waders and wildfowl.

A full explanation can be found on the following link:

<http://www.arun.gov.uk/planning-obligations>

Once you have completed and signed your Unilateral Undertaking it must be returned to the Council, with all the supporting documents for checking, together with the legal fee of £600.

CHECKLIST OF SUPPORTING DOCUMENTS TO SEND IN WITH THIS LEGAL AGREEMENT:

1. Proof of Ownership Documents:

- An up to date Official Copy of the Land Registry Title Register (**dated in the last six months**) and
- Title Plan relating to the property/land that is the subject of the Planning Application.

Details about ordering these documents can be found on the official Land Registry Website:
<https://www.gov.uk/search-property-information-land-registry>

You need to provide the Council with the above documents to prove your ownership of the Property, and your ability to complete the attached legal document as the owner. It will be apparent from the Title Register if anyone else has an interest in the Property that ought to be a party to the deed, such as a Mortgagee.

2. Payment:

The payment for the legal checking fee currently is £600, which is non refundable.

Payment can be made by:

- Cheque made payable to Arun District Council
- Debit or Credit Card Payment by telephoning 01903 737711. You must have the planning application reference number and make it clear you are paying the Legal checking fee for the Unilateral Undertaking in respect of the Pagham Harbour Access Management Contribution not the planning application fee

You will only need to pay the actual contribution at the point of commencing work unless in exceptional circumstances you are unable to get the agreement signed. In this case the contribution must be paid up front before the application will be determined.

3. Other Supporting Documents:

- A plan showing the boundaries of the Property **edged red**. You may use the location plan that accompanied your Planning Application with the consent of copyright owner. **The plan should be signed by the Owner/Applicant, namely the same person who is party to the Unilateral Undertaking.**
- If the mortgagee is signing by way of Power of Attorney a copy of the Power of Attorney showing the name of the person who has signed the deed **must** be provided.

COMPLETING YOUR UNILATERAL UNDERTAKING:

FIRST THINGS FIRST - IS THERE A MORTGAGEE?

If yes:

The Mortgagee must be included as a signatory.

Anyone with an interest in the land ought to be a party to the deed. If your mortgagee or lender refuses to sign the deed please contact the Council for advice on how to proceed.

If no:

Please make the following amendments to your document:

- Page 1 – Top of the page: This DEED is ... Remove (2) [Mortgagee]
- Page 1 – Background – (B) Remove '[subject to a mortgage in favour of the Mortgagee]
- Page 1 – Background – (D) Remove this whole paragraph
- Page 5 – (Ownership) Paragraph 9.1 – Remove '[and the Mortgagee]'
- Page 5 – (Notices) Remove Paragraph 10.2(c)
- Page 6 – Paragraph 13 Mortgagee's consent – Remove whole paragraph
- Page 7 – Remove Row 3 in the signatures table (row referring to Mortgagee)

COMPLETING THE REST OF YOUR UNILATERAL UNDERTAKING:

All areas highlighted in yellow must be completed. Below is guidance on what to insert in each case:

Front Cover Page

Top – 'Dated' insert the date that you have signed the document.

Then complete the Property address that the Planning Application relates to, and then the name and address of each owner and mortgagee, if applicable.

MAIN DOCUMENT:

PAGE 1:

- Top of Page – insert date that you have signed the document
- Complete the names and addresses of **each** owner at (1), and the name and address of the mortgagee at (2) if applicable. If not, remove.
- (D) Check the Land Registry Title Register and complete the date of charge in favour of the mortgagee, the charge number, and the Title number.
- Paragraph 1.1 **Access Management Contribution** - Complete the amount. The amount is worked out at £962 per unit.

PAGE 2:

Development - Complete a description of the Development, this should mirror the description that appears on the Planning Application.

Planning Application - Complete the Planning Application reference number. This is the unique number given to you by the Council.

Property - Complete the address and Land Registry Title Register number, as shown on your Land Registry Title document.

PAGE 5:

Paragraph 10.2 (b) - Complete the owner's details.

Paragraph 10.2 (c) - Complete the mortgagee's details, or remove if there is no mortgagee.

PAGE 7:

Signature Page – Complete the following boxes:

- 1. Owner signature and witness signature and details.
- 2. If the Owner is a Company, complete this row.
- 3. Mortgagee seal and signature.

PLEASE SUBMIT THIS DOCUMENT AS A WORD DOCUMENT

Title register for:

Amusement Arcade, Beach Road, Bognor Regis (Freehold)

WSX272155

Accessed on 04 February 2026 at 12:16:38

This information can change if we receive an application. This service can not tell you if HM Land Registry are dealing with an application.



This is not an official copy. It does not take into account if there’s a pending application with HM Land Registry. If you need to prove property ownership, for example, for a court case, you’ll need to order an official copy of the register.

Register summary

Title number	WSX272155
Registered owners	DEAN GRIGGS 2 Beach Road, Bognor Regis, West Sussex PO21 4SU
Last sold for	No price recorded

A: Property Register

This register describes the land and estates comprised in this title.

Entry number Entry date

1	WEST SUSSEX : ARUN The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Amusement Arcade, Beach Road, Bognor
---	--

Regis.

2

The land has the benefit of the following rights:-

"TOGETHER with full rights of access thereto from the roads now or within twenty years from the date hereof to be constructed on the Kings Beach Estate including Sea Lane adjoining the said land for the purchaser and those deriving title under or authorised by her or them or any of them and also all officials servants bona fide members and guests of members accompanied by Members of the "Riviera Lido Club" or other similar club or association having its premises on the Kings Beach Estate or fronting or near Nyetimber Lane Pagham aforesaid upon production of proper certified membership tickets or other sufficient evidence of identity."

3

The land has the benefit of the following rights granted by a Transfer of a large area of surrounding and neighbouring land dated 17 June 1957 made between (1) Mary Edith Martineau and (2) Pagham Beach Property Owners Association Limited:-

"EXCEPTING AND RESERVING unto the Vendor and her successors in title and her tenants rights of access in common with all others entitled to such rights as now existing over the said pieces or parcels of land to the unsold plots and the adjoining or neighbouring land or Beach

ALSO EXCEPTING AND RESERVING unto the Vendor her successors in title and her tenants in common with the Purchaser and all other persons entitled thereto full and free right of passage and way with or without animals and vehicles over and along the said road or path known as East Front Road being part of the land comprised in the Title above mentioned."

-NOTE:-Copy Transfer filed under SX28496.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Class of Title: Title absolute

Entry number	Entry date	
1	2003-04-22	PROPRIETOR: DEAN GRIGGS of 2 Beach Road, Bognor Regis, West Sussex PO21 4SU.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date	
1		A Transfer of the land at the junction of Sea Lane and The Parade dated 7 January 1937 made between (1) William Arthur Thornton (Vendor) by the direction of Eric James Bridgwater and Walter Henry Bridgwater and (2) Henty and Constable (Brewers) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
2		A Transfer dated 20 June 1938 made between (1) William Arthur Thornton (Registered Proprietor) by the direction of Eric James Bridgwater and Walter Henry Bridgwater (Vendors) and (2) Mary Edith Martineau (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3

A Transfer of the land in this title and other land dated 20 January 1959 made between (1) Mary Edith Martineau (Vendor) and (2) Dorothy May Buswell (Purchased) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4

A Transfer of the land in this title and other land dated 23 December 1965 made between (1) Dorothy May Buswell and (2) Albert Botton contains restrictive covenants.

-NOTE:-Copy filed under SX74373.

5

The following are details of the covenants contained in the Transfer dated 7 January 1937 referred to in the Charges Register:-

"The Vendor and the said Eric James Bridgwater and Walter Henry Bridgwater for themselves and the person or persons deriving title under them respectively and to the intent that this covenant shall be binding on the property hereinafter mentioned into whosoever hands the same may come but not so as to render the Vendor or the said Eric James Bridgwater and Walter Henry Bridgwater personally liable in damages for any breach thereof committed after he or they or each of them respectively shall have parted with their interest in the land in respect of which such breach shall occur hereby covenant with the Purchasers that they will not erect or allow to be erected any licensed premises on any other part of the Barton Farm Estate at Pagham of which the premises sold form part comprised in Titles Nod. SX3239, SX3361, SX3362, Sx3363, SX3364, SX3365, SX3366, SX3367, SX3368, SX3369, SX4734 and SX4761 and in such part of Title P59910 as lies to the North East Ward of the line A - B marked on the plan annexed hereto."

NOTE:-The land in this title originally formed part of the land here referred to.

6

The following are details of the covenants contained in the Transfer dated 20 June 1938 referred to in the Charges Register:-

"The Purchaser for herself and the persons deriving title under her HEREBY COVENANTS with the Registered Proprietor for the benefit of the remainder of the land comprised in Titles Nod. SX3361, SX3362, SX3363, SX3364, SX3369, P59910, SX7508, SX5853, SX5823, and of other unregistered land of the Registered Proprietor in the Parishes of Pagham Sidlesham and Selsey in the County of Sussex and so that this covenant shall run with the land and bind all persons into whosoever hands the same may come that the Purchaser will not erect or permit to be erected on any portion of the land hereby transferred any fair or amusement park or any swings roundabouts shows or other forms of entertainment usually connected with a Fun-Fair or do or permit anything to be done which shall be in any way a nuisance annoyance or inconvenience to the Registered Proprietor or the tenants owners or occupiers of the before mentioned land and property and (except in respect of the rectangular portion of the land hereby transferrred which lies between the points marked A B C and D on the said plan which the Purchaser shall be at liberty to enclose and fence off in such manner as she may desire) will not in any manner fence off the land hereby transferred the intention being that the owners and occupiers of the properties on the Kings Beach Estate have free access thereover to the beach except as aforesaid AND IT IS HEREBY DECLARED that the Registered Proprietor reserves the right to sell or dispose of any land forming part of his said lands for the benefit of which this covenant is made either

subject to or free from the like covenant and also the right to waive vary or release the same in respect of any portion of the land hereby transferred."

NOTE:-The land in this title is not within the rectangular portion marked A B C and D.

7

The following are details of the covenants contained in the Transfer dated 20 January 1959 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor but not so as to render the Purchaser personally liable in damages for any breach thereof after she shall have parted with her interest in the property in respect of which such breach shall occur to observe the conditions stipulations and restrictions set out in the Schedule hereto PROVIDED THAT so long as she is the owner of any part of the Pagham Beach Estate and the amenities of the neighbourhood are preserved thereby such conditions stipulations and restrictions or any of them may from time to time be modified by the Vendor in her discretion.

THE SCHEDULE referred to

1. That nothing be done or permitted in or on the said plot to the nuisance annoyance or disturbance of the owners or occupiers for the time being of adjoining or neighbouring plots.

2. That no trade or business of any description be carried on in or about the said plot except as next hereinafter mentioned nor shall the said plot be used or occupied otherwise than as a Bungalow and Cafe or Restaurant and as a Shop as now being used by the Purchaser for the sale of sweets cigarettes toys buckets general

groceries and any other use commenced with the consent of the Vendor such consent not to be unreasonably withheld and that the plot be used only as aforesaid.

3. That the plot be kept and maintained in good sanitary order and condition and subject to the bye-laws of the local or other authority.

4. That no paper bottles rubbish or other refuse be thrown into the neighbouring ditches or on to the land surrounding or near to or on the said plot.

5. That no slops or waste water be thrown out on to the plot or into the ditches but a proper closed cesspool shall be provided for the same within the area of the said plot and kept properly cleansed.

6. That proper costumes shall be worn for sea and sun bathing.

7. That the fences adjacent to the plot shall not be used for drying or airing bathing clothes articles of apparel towels or household cloths and linen and such drying and airing shall be carried out only upon the plot comprised herein.

8. That the Purchaser shall maintain a boundary fence at the extremities of the plot to the satisfaction of the Vendor to define clearly the area thereof.

9. That the Purchaser shall be bound and shall abide by any regulations as to the disposal of sewage or refuse sanctioned by the Vendor.

10. That no shingle shall be removed from the beach.

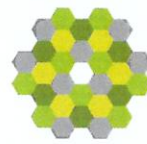
11. That except in connection with any trade or

business lawfully carried on the said plot and previously approved of in writing by the Vendor no poster or placard shall be exhibited on the said plot.

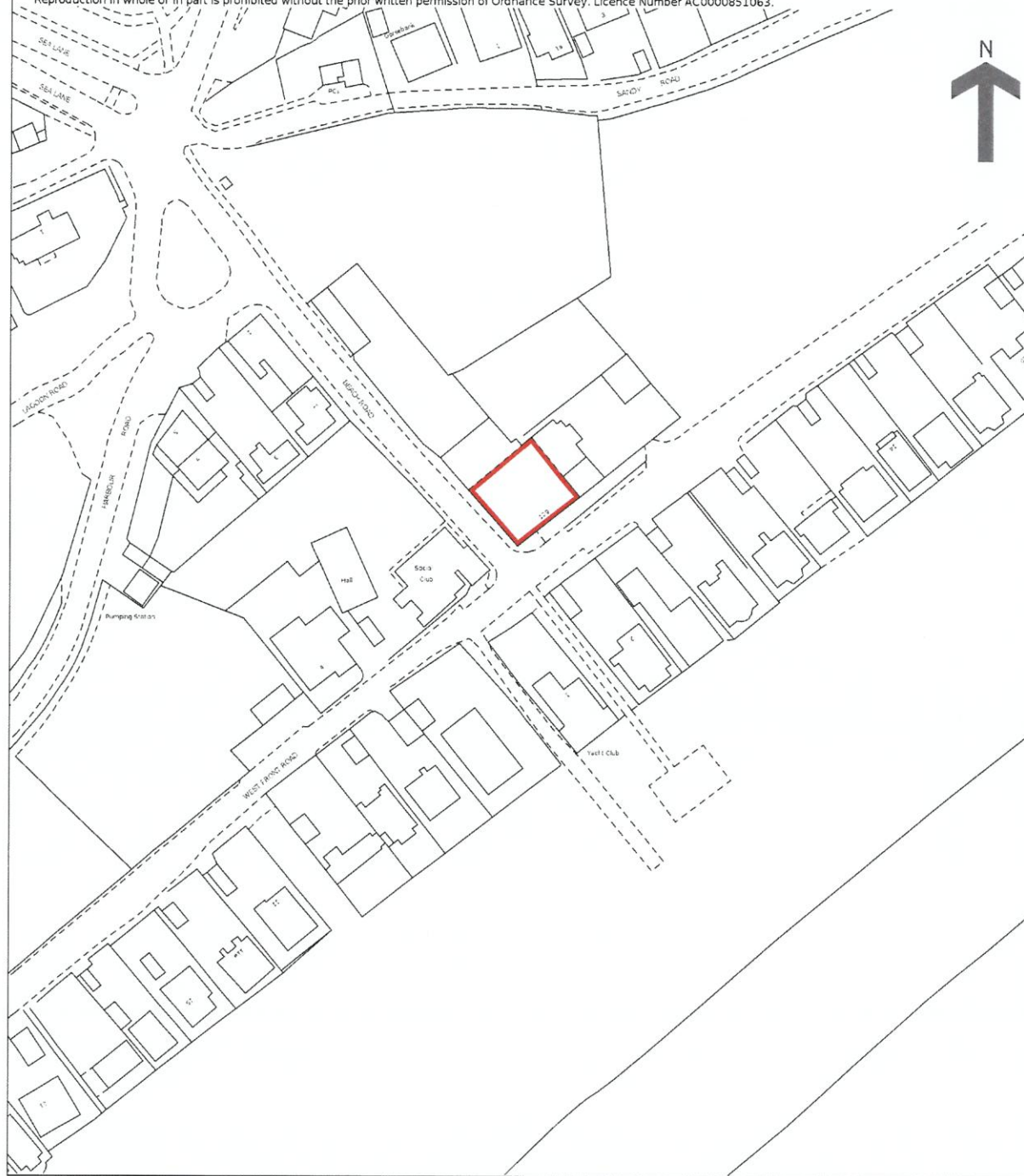
12. That no bungalow caravan or building other than the existing buildings of the Cafe Shop Bungalow Outbuildings and premises on the said plot shall be placed or erected on the said plot or any part thereof without the written consent of the Vendor such consent not to be unreasonably withheld and no alteration of or addition to the original structures shall be made without such consent and that the frontage line as now defined shall be strictly kept."

HM Land Registry Current title plan

Title number **WSX272155**
Ordnance Survey map reference **SZ8997SW**
Scale **1:1250**
Administrative area **West Sussex : Arun**



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This is a copy of the title plan on 4 FEB 2026 at 12:16:36. 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.

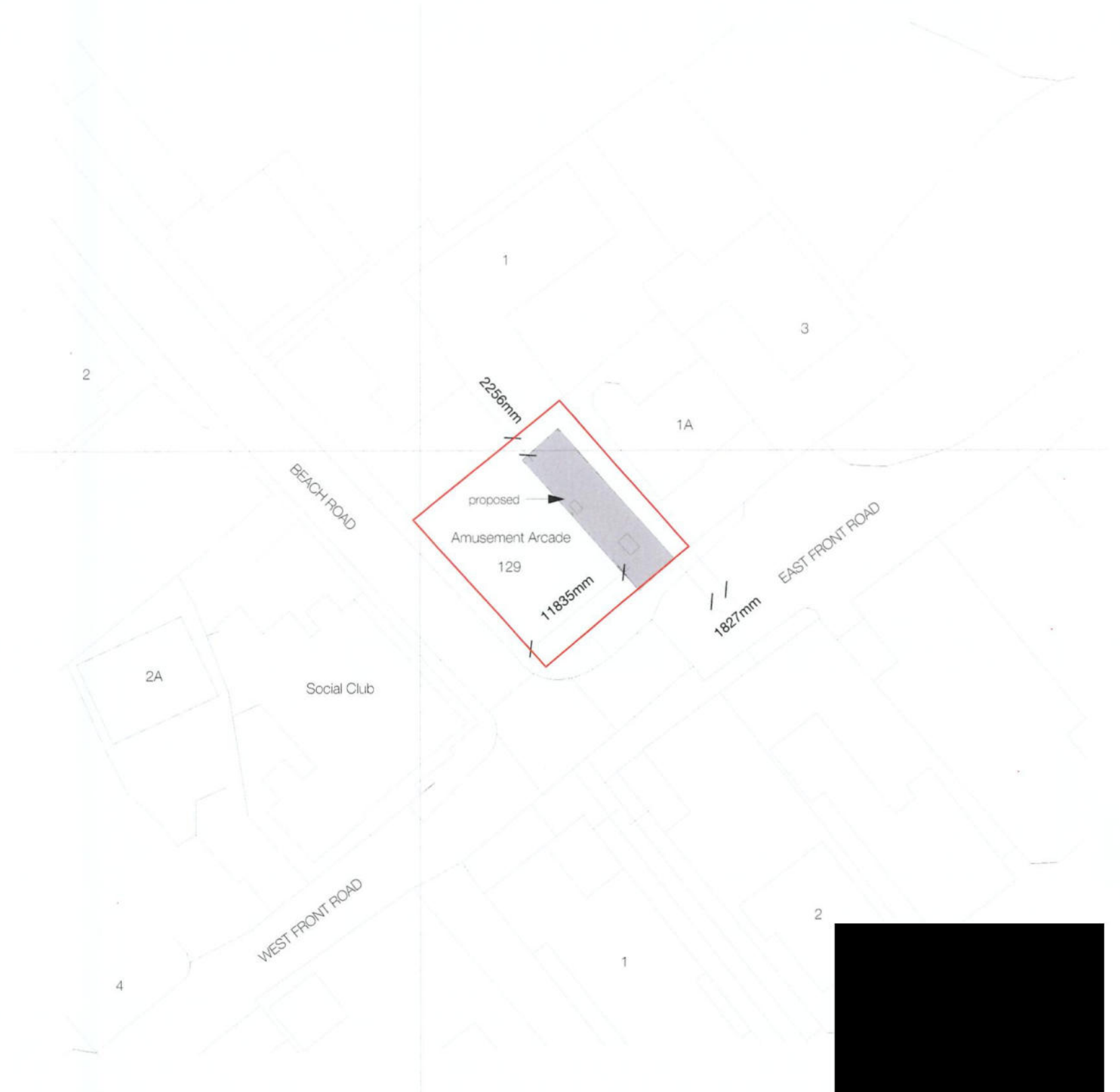
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HM Land Registry endeavours to maintain high quality and scale accuracy of title plan images. The quality and accuracy of any print will depend on your printer, your computer and its print settings. This title plan shows the general position, not the 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.

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



Location Plan 1:1250 0 10m 20m 30m 40m 50m 60m

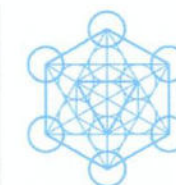


Site/Block Plan 1:500 0m 5m 10m 15m 20m 25m 30m

Dwg. No.
Title:
Address:
Client:
Scale:
Stage:
Drawn:
Date:

E-001
Location and Site/Block Plan
Amusement Arcade, 129 Beach Road, PO21 4SX
Mr D Griggs
Stated@A3
PLANNING
PS
January 2026

Rev **



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