

DATED

.....10th January 2020.....

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

**RELATING TO LAND AT
209 PAGHAM ROAD
BOGNOR
PO21 3QD**

Parties:

**OWNER
STEVEN MACDONALD
10 HURSTON CLOSE
WORTHING
BN140AX**

and

**MORTGAGEE –
WORTHWHILE IDEAS LTD
29 GILDREGE ROAD
EASTBOURNE
BN21 4RU**

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THIS DEED is dated 19 November 2019

- (1) Steven MacDonald of 10 Hurston Close, Worthing, BN14 0AX **Owner**
- (2) Worthwhile Ideas Limited incorporated and registered in England and Wales with company number 08135950 whose registered office is at 29 Gildredge Road, Eastbourne Bn21 4RU **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 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 31/10/2019 referred to in entry number C of the charges register of Title number WSX212113 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 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 of existing betting shop (Sui Generis) on ground floor with kitchen/WC/office on first floor to one single storey dwelling house.

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/1/20/PL.

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

Property: the freehold land at 209 Pagham Road, Pagham, West Sussex PO21 3QD shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX212113 .

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.

- 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 STEVEN MACDONALD at: 10 HURSTON CLOSE, WORTHING, BN14 OAX
- (c) to the Mortgagee at: 29 GILDREDGE ROAD, EASTBOUNRE, BN21 4RU marked for the attention of Worthwhile Ideas LTD

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

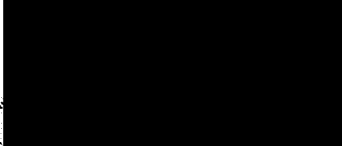
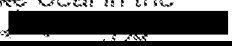
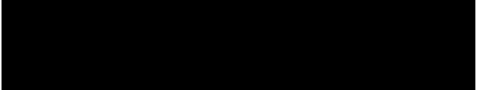
This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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. Signed as a Deed by STEVEN MACDONALD In the presence of:- Shelley Will 10 Hurston Close Worthing West Sussex BN14 0AX Account Director	 OWNER SIGNATURE  WITNESS SIGNATURE
2. 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]
3. Executed as a deed by <i>CHRISTOPHER JOHN ALBON</i> <i>AS ATTORNEY</i> <i>FOR</i> WORTHWHILE IDEAS LIMITED affixing the Corporate Seal in the presence of   BATE & ALBON SOLICITORS 4-8 Broadwater Street East Worthing, West Sussex BN14 9AA <i>UNDER A POWER OF ATTORNEY DATED 25/2/19</i>	 AUTHORISED SIGNATORY

THIS GENERAL POWER OF ATTORNEY is made this 25th day of February 2019

BY **WORTHWHILE IDEAS LIMITED** (Co Reg No: 08135950) of: 29 Gildredge Road, Eastbourne, East Sussex, BN21 4RU (the Company)

The Company APPOINTS Christopher John Albon of: Bate & Albon Solicitors, 4-8 Broadwater Street East, Worthing, West Sussex, BN14 9AA to be its attorney in accordance with section 10 of the **POWERS OF ATTORNEY ACT 1971**

In witness whereof the Company has hereunto set its hand the day and year first above written

[Redacted signature]

Executed and delivered by the said

Worthwhile Ideas Limited

Acting by a Director

In the presence of:

[Redacted signature]

Halyna Sobanukha

Sulicka 11

Praha 4

Czech republic

BATE & ALBON SOLICITORS
4-8 Broadwater Street East
Worthing, West Sussex
BN14 9AA

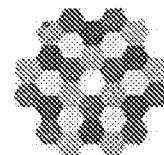
I hereby certify this to
be a true and complete
copy of the original

[Redacted signature]

Solicitor

225001

11/2/2020



Official copy of register of title

Title number WSX212113 Edition date 04.11.2019

- This official copy shows the entries on the register of title on 06 Nov 2019 at 09:35:07.
- 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 06 Nov 2019.
- 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 HM Land Registry Durham Office.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (29.04.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 209 Pagham Road, Bognor Regis (PO21 3QD).
- 2 (29.04.1997) The land has the benefit of a right of way over Summer Lane.
- 3 (29.04.1997) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance dated 3 October 1945 made between (1) Joseph Patrick O'Donnell and Lydia O'Donnell and (2) Herbert Langridge:-

"TOGETHER with a right of way on foot only in common with all others so authorised over the passage or way coloured blue on the said plan for the purpose of access to the cesspit TOGETHER with the exclusive right to the Purchaser of the user of the cesspit on the Vendors' adjoining land and marked X on the said plan

RESERVING nevertheless to the Vendors and their successors in title access of light and air to all windows and openings in and right of support and the right of dealing with their adjoining or neighbouring land in such way as the Vendors shall think fit either for building or otherwise"

NOTE: No copy of the plan referred to is held by Land Registry.

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 (04.11.2019) PROPRIETOR: STEVEN MACDONALD of 10 Hurston Close, Worthing BN14 0AX.
- 2 (04.11.2019) The price stated to have been paid on 31 October 2019 was £147,000.

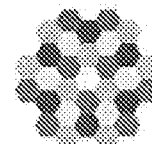
Title number WSX212113

C: Charges Register

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

- 1 (04.11.2019) REGISTERED CHARGE dated 31 October 2019.
- 2 (04.11.2019) Proprietor: WORTHWHILE IDEAS LIMITED (Co. Regn. No. 08135950) of 29 Gildredge Road, Eastbourne BN21 4RU.
- 3 (04.11.2019) The proprietor of the Charge dated 31 October 2019 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



BATE & ALBON LIMITED
2A TRAFALGAR MEWS
TRAFALGAR STREET
BRIGHTON
BN1 4EZ

Date
06 November 2019

Your Ref
CA/KC/MACDONALD/001955/1

Our Ref
RCS/WSX212113

HM Land Registry
Durham Office
PO Box 75
Gloucester
GL14 9BD

DX 321601
Gloucester 33

Tel 0300 006 0010
durham.office@
landregistry.gov.uk

www.gov.uk/land-registry

Completion of registration

Title number	WSX212113
Property	209 Pagham Road, Bognor Regis (PO21 3QD)
Registered proprietor	Steven Macdonald

Your application lodged on 04 November 2019 has been completed. An official copy of the register is enclosed. No amendment has been made to the title plan.

The official copy shows the entries in the individual register of title as at the date and time stated on it. You do not need to reply unless you think a mistake has been made in completing your application.

An owner's property is probably their most valuable asset so it's important to protect it from the risk of fraud. Please read our property fraud advice at www.gov.uk/protect-land-property-from-fraud

Important information about the address for service

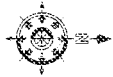
If we need to write to an owner, a mortgage lender or other party who has an interest noted in the register, we will write to them at their address shown in the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being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

Up to three addresses for service can be entered in the register. At least one of these must be a postal address, but this does not have to be in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

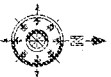
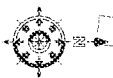
Please let us know at once of any changes to an address for service.

For information on how a property owner can apply to change their contact details or add an address, please see www.gov.uk/government/publications/updating-registered-owners-contact-address on GOV.UK (or search for "COG1") or contact HM Land Registry Customer Support (0300 006 0411) (0300 006 0422 for Welsh speakers service) from Monday to Friday between 8am and 6pm.

If you require this correspondence in an alternative format, please let us know.

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2020

Steven Macdonald
Christopher Aaron

 folkes architects

266 Pagiam Road
Pagiam, Davao Region,
Mindanao
PO21 360

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