

DATED

03/05/2022

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

**RELATING TO LAND AT GREY BARN , CHURCH LANE, PAGHAM, WEST
SUSSEX, PO21 4NX**

Parties:

OWNER MR JOHN M NASH & MRS LINDY L T NASH

and

[MORTGAGEE – N/A

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THIS DEED is dated 03/05/2022

Mr J m Nash Mrs L L T Nash Grey Barn Church Lane Pagham West Sussex PO21
4NX 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 [WSX116526] known as land at [Grey Barn] [which is subject to a mortgage in favour of the Mortgagee]. No Mortgage
- (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 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 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 se planning application 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/60/22/PL.

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

Property: the freehold land at Grey Barn Church Lane Pagham West Sussex PO21 4NX shown edged red on the Plan and registered at HM Land Registry with absolute title under title number(s) wxs116526.

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 Mr J M Nash & Mrs L L T Nash at: Grey Barn Church Lane Pagham West Sussex PO21 4NX
 - (c) [to the Mortgagee at: [ADDRESS] marked for the attention of [NAME/POSITION].] n/a
- 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

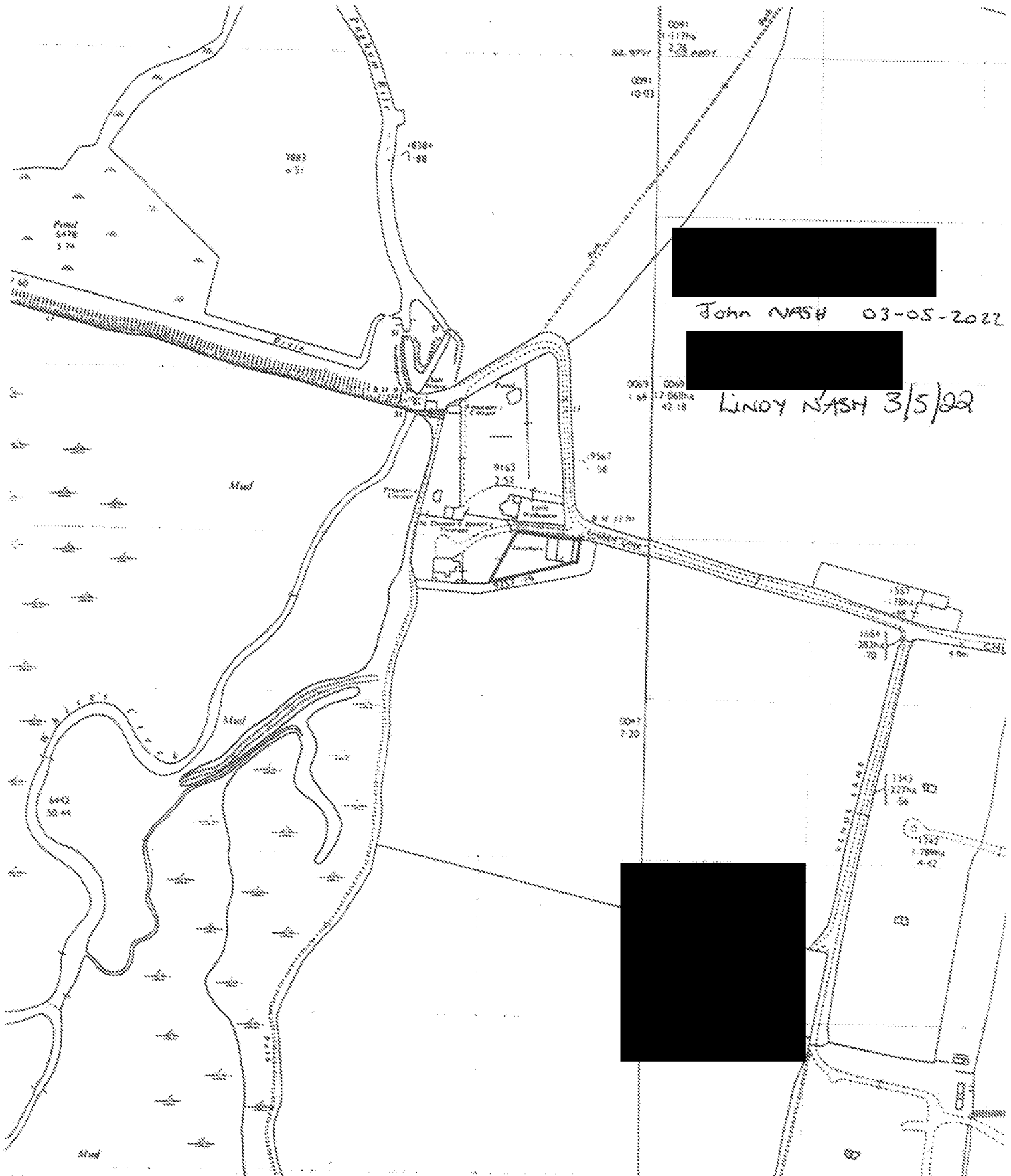
This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. [MORTGAGEE'S CONSENT

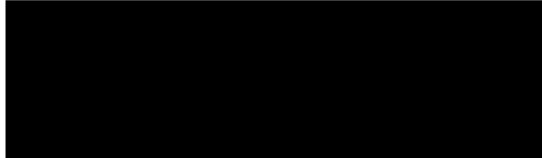
13.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.

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.]

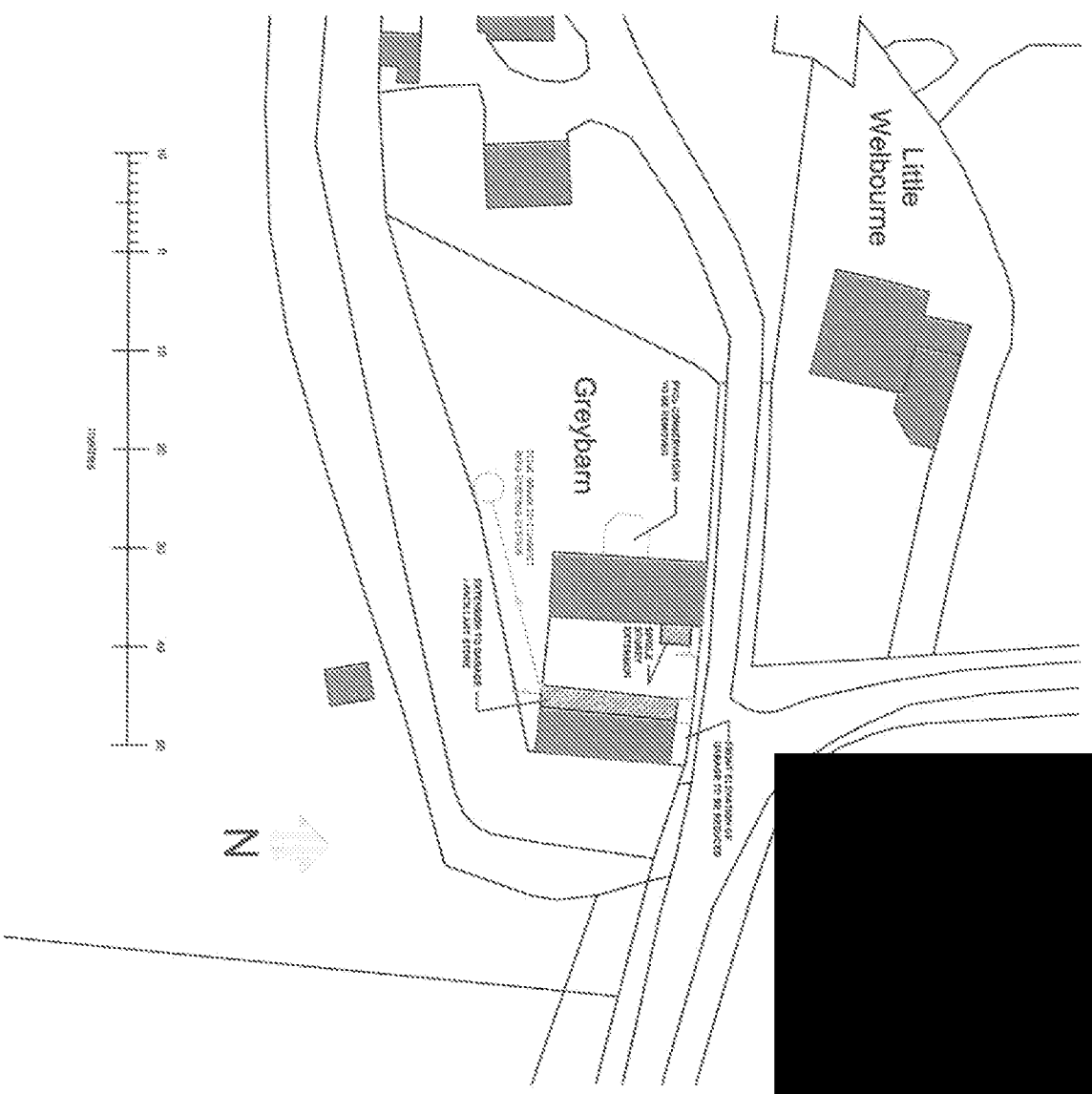
H.M. LAND REGISTRY		TITLE NUMBER	
		WSX 116526	
ORDNANCE SURVEY PLAN REFERENCE	SZ 8797	SZ 8897	Scale 1/2500
COUNTY WEST SUSSEX	DISTRICT ARUN		© Crown Copyright



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

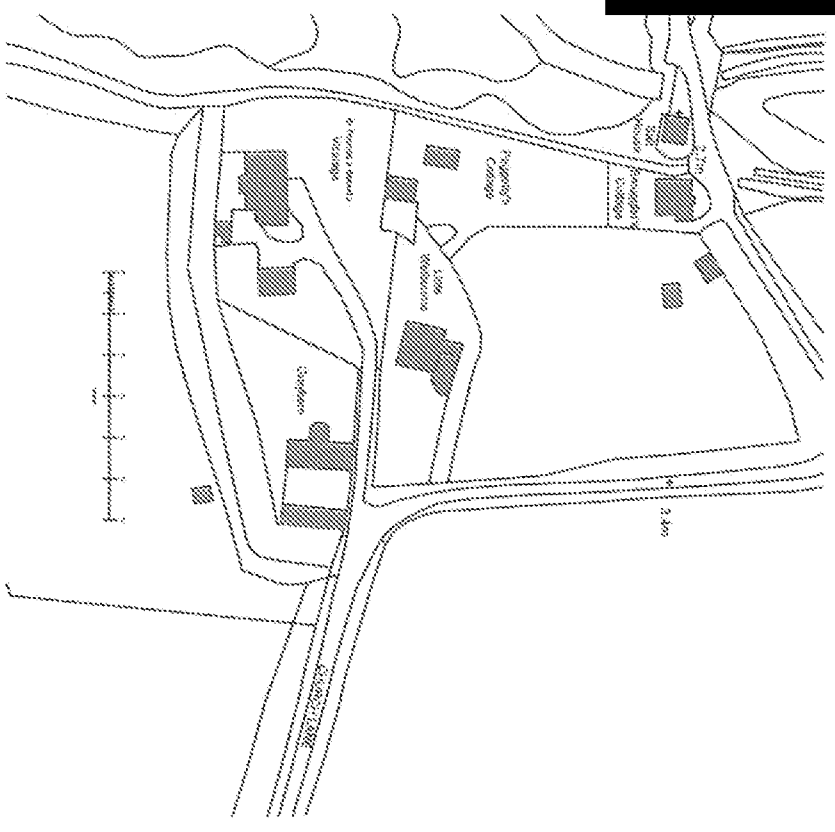
1. Signed as a Deed by JOHN M NASH LINDY L T. NASH GREY BARN CHURCH LANE PAGHAM PO21 4NX WEST SUSSEX In the presence of:- LEIGH G A BARNE 32 Cherry Garden Rd Eastbourne BN20 8MF	 OWNER SIGNATURE  WITNESS SIGNATURE
2. Executed as a deed by [COMPANY NAME] acting by [NAME OF FIRST DIRECTOR], a director 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 [NAME OF MORTGAGEE] by affixing the Corporate Seal in the presence of:	N/A [AUTHORISED SIGNATORY]

3-5-2022



SITE PLAN
1:500 @ A3

PROPOSED SINGLE STOREY EXTENSION, PORCH AND DORMER WINDOWS
FOR MR & MRS NOSH
GREY BARN, CHURCH LANE, PAGHAM, PO21 4NX



LOCATION PLAN
1:1250 @ A3

Broomfield Studio
Bridham
West Sussex
PO20 7BA
Phone: 01243 512 327
Email: richardmeynell@gmail.com



Drawing No.	Date
N1130 - 01	23-03-22
Rev. 8	Date: 29-04-22

Scale: as shown
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HM Land Registry

Continuation sheet for use with application and disposition forms

CS

Any parts of the form that are not typed should be completed in black ink and in block capitals.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

1 Continued from Form: Title number(s):
TR1 WSX116526

2 Signed as a Deed by
Elizabeth Cordelia Ashton Hoare
as Executor of Teresa Ann Mulligan
in the presence of:-

Signed as a Deed by
John Michael Nash
in the presence of:-

Signature of Witness

Name (in BLOCK CAPITALS)

Address

Signed as a Deed by
Lindy Leslie Tracy Nash
in the presence of:-

Signature of Witness

Name (in BLOCK CAPITALS)

Address

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 68 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



Peterbost Close, London SE10 0PX
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LR CS

2018 Edition 5.2018

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The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to joint property ownership and practice guide 28: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

Signed as a Deed by
Edward John Symonds
as Executor of Teresa Ann Mulligan
in the presence of:-

Signature of Witness

Name (in BLOCK CAPITALS)

CHRISTOPHER ROYALL

Address 105 MORRIS DRIVE, SUMMERSHURST RH4 9ST

~~Signed as a Deed by
Caroline Philippa Catherine Soar
as Executor of Teresa Ann Mulligan
in the presence of:-~~

Signature of Witness

Name (in BLOCK CAPITALS)

Address

Execution, Signed as a Deed by
Victoria Ann Powell
as Executor of Teresa Ann Mulligan
in the presence of:-

Signature of Witness

Name (in BLOCK CAPITALS)

Address

WARNING

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Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 8 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

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Remember to date this deed in panel 3.

12 Execution

Signed as a Deed by
Edward John Symonds
as Executor of Teresa Ann Mulligan
in the presence of:-

Signature of Witness

Name (in BLOCK CAPITALS)

Address

~~Signed as a Deed by~~
~~Caroline Philippa Catherine Soar~~
~~as Executor of Teresa Ann Mulligan~~
~~in the presence of:-~~

Signature of Witness

Name (in BLOCK CAPITALS)

Address

Execution, Signed as a Deed
Victoria Ann Powell
as Executor of Teresa Ann Mulligan
in the presence of:-

Signature of Witness

Name (in BLOCK CAPITALS)

✓ S. M. HUNTER
Address
✓ 38A KINGS DRIVE
PAGHAM PO21 4PZ

WARNING

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John Nash

From: Elizabeth Thomson [REDACTED]
Sent: 03 May 2022 09:39
To: John Nash
Subject: (NAS00790/2) - Purchase of Greybarn Church Lane Pagham West Sussex PO22 4NX
Attachments: Official Copy (Title Plan) - WSX116526.pdf; TR1 signed.pdf

Hi John

As discussed, we can't provide up to date title documents as there is a backlog of applications at Land Registry and even straight forward applications such as yours are taking in the region of 6 months.

I attach a copy of the sellers part of the signed Transfer by way of evidence of completion and that the property is now yours and Lindy's.

To assist with your planning application I:

- confirm there is no mortgage to be registered
- attach a copy of the title plan (containing the title number).

If you need anything else please do not hesitate to contact me.

Kind regards

Liz

I am partly working from home and contactable on my direct dial (DD) number below. During the current restrictions we will be continuing with business as usual and our lawyers and other colleagues will be happy to assist you on the telephone, by video conferencing or by email and post. If you think you really need to see us please do telephone first.

**BOYS &
MAUGHAN**

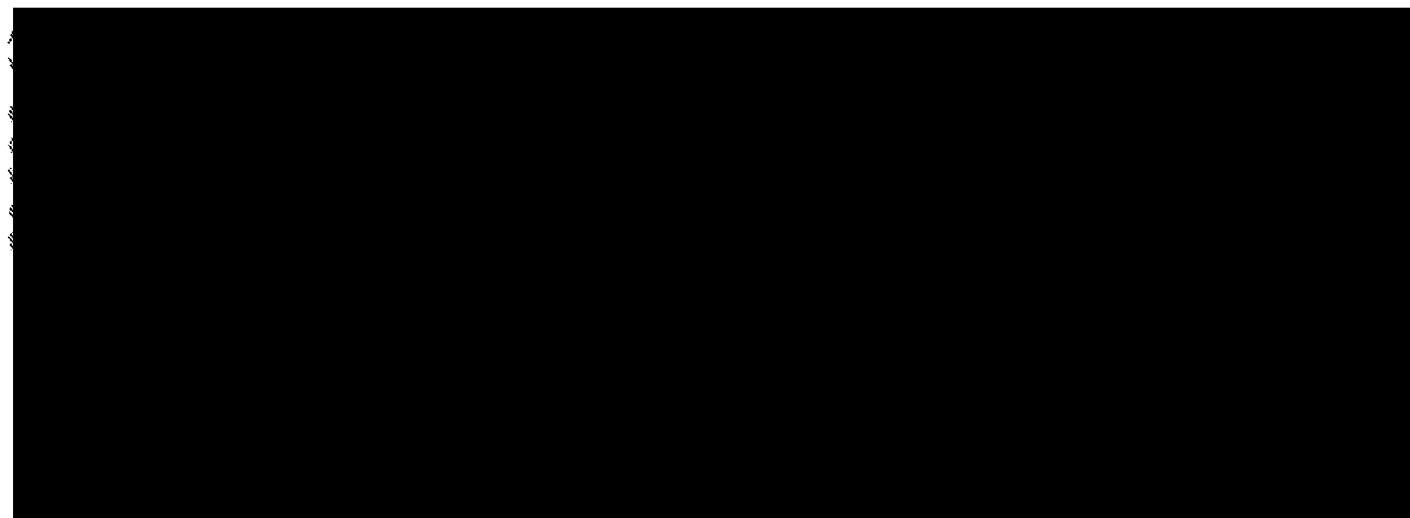
Elizabeth Thomson
Partner



Boys & Maughan Solicitors, 32 St George's Place, Canterbury, CT1 1UT



Gold Winner ESTAS Conveyancer of the Year 2021, rated by our clients



services

John Nash

From: Elizabeth Thomson [REDACTED]
Sent: 03 May 2022 09:39
To: John Nash
Subject: (NAS00790/2) - Purchase of Greybarn Church Lane Pagham West Sussex PO22 4NX
Attachments: Official Copy (Title Plan) - WSX116526.pdf; TR1 signed.pdf

Hi John

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Liz

I am partly working from home and contactable on my direct dial (DD) number below. During the current restrictions we will be continuing with business as usual and our lawyers and other colleagues will be happy to assist you on the telephone, by video conferencing or by email and post. If you think you really need to see us please do telephone first.

**Boys &
Maughan**

Elizabeth Thomson
Partner
[REDACTED]

Boys & Maughan Solicitors, 32 St George's Place, Canterbury, CT1 1UT

