

DATED

31st July 2017

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

**MANOSS LEA
9 MANOR PARK
PAGHAM
BOGNOR REGIS
WEST SUSSEX
PO21 3JS**

Parties:

OWNERS

JAN CATHERINE GREENE

AND

DANNY MAC GREENE

and

MORTGAGEE

**ACCOD MORTGAGES LIMITED
(CO. REGN. NO. 2139881)
YORKSHIRE HOUSE
YORKSHIRE DRIVE
BRADFORD
BD5 8LD**

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THIS DEED is dated 31st July 2017.

- (1) JAN CATHERINE GREENE and DANNY MAC GREENE of MANOSS LEA, 9 MANOR PARK, PAGHAM, BOGNOR REGIS, WEST SUSSEX, PO21 3JS
Owner
- (2) ACCORD MORTGAGES LIMITED incorporated and registered in England and Wales with company number 2139881 whose registered office is at YORKSHIRE HOUSE, YORKSHIRE DRIVE, BRADFORD, BD5 8LJ
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 19.01.2016 referred to in entry number SX 106591 of the charges register of Title number SX106591 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:

Access Management Contribution: the sum of £871.00, (EIGHT HUNDRED AND SEVENTY ONE POUNDS) towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.

Base Rate: the higher of [5%] and the base rate from time to time of Barclays Bank plc.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 [but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.]

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Default Interest Rate: [4%] per annum above the Base Rate.

Development: the development of the Property by 1 No. dwelling adjacent to Manoss Lea & addition of 1No. window to North elevation & blocking up of 2 No. windows on West elevation to Manoss Lea, 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/76/17/PL.

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

Property: the freehold land at MANOSS LEA, 9 MANOR PARK, PAGHAM, BOGNOR REGIS, WEST SUSSEX, PO21 3JS shown edged red on the Plan and registered at HM Land Registry with absolute title under title number SX106591.

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 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: MANOSS LEA, 9 MANOR PARK, PAGHAM, BOGNOR REGIS, WEST SUSSEX, PO21 3JS marked for the attention of MR DM GREENE and MRS JC GREENE;
- (c) to the Mortgagee at: YORKSHIRE HOUSE, YORKSHIRE DRIVE, BRADFORD, BD5 8LJ marked for the attention of CUSTOMER SERVICE TEAM.

- 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.

Signed as a Deed by JAN
CATHERINE GREENE

In the presence of:-

7 MANOR PARK
NYETIMBER LANE
BOGNOR REGIS
W. SUSSEX PO21 3JS
RETIRED

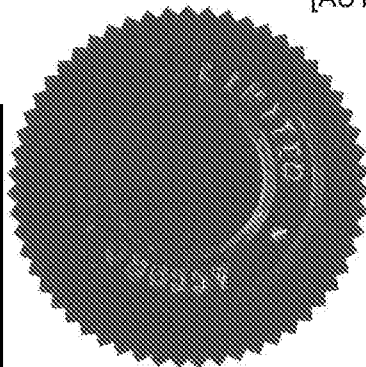
Signed as a Deed by DANNY MAC
GREENE

In the presence of:-

7 MANOR PARK
NYETIMBER LANE
BOGNOR REGIS
W. SUSSEX PO21 3JS
RETIRED

Executed as a deed by ACCORD
MORTGAGE LIMITED by affixing
the Corporate Seal in the presence
of:

[AUTHORISED SIGNATORY]



by authority of the board of directors

Particulars of ExecutionDate of Sealing 3rd July 2017**Seal Countersigned by :****Witnessed by:****Bradford**

John Bristow – Team Manager

John Bristow – Team Manager

Wais Fawad – CSC Administrator

Wais Fawad – CSC Administrator

Kasia Groborz-Manu – CSC Administrator

Kasia Groborz-Manu – CSC Administrator

Michael Langley – CSC Administrator

Michael Langley – CSC Administrator

Shawn Smith – CSC Administrator

Shawn Smith – CSC Administrator

Stephen White – CSC Administrator

Stephen White – CSC Administrator

Sara Dowson – CSC Administrator

Sara Dowson – CSC Administrator

Bruce Duthie – CSC Administrator

Bruce Duthie – CSC Administrator

Jenna Hiles – CSC Administrator

Jenna Hiles – CSC Administrator

Theresa Yeatman – CSC Administrator

Theresa Yeatman – CSC Administrator

Laura Williamson – CSC Administrator

Laura Williamson – CSC Administrator

Amjid Younis – CSC Administrator

Amjid Younis – CSC Administrator

Registered Office: Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ. accordmortgages.com

All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security. Calls to 03 numbers are charged at the same standard network rate as 01 or 02 landline numbers, even when calling from a mobile. Calls to 0800 numbers are free of charge from a landline or mobile.

Accord Mortgages Limited is authorised and regulated by the Financial Conduct Authority. Accord Mortgages Limited is entered in the Financial Services Register under registration number 305936. Buy to Let Mortgages for business purposes are not regulated by the Financial Conduct Authority. Accord Mortgages Limited is registered in England No. 2139881.

Accord Mortgages is a registered Trade Mark of Accord Mortgages Limited.

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 15 MAY 2017 AT 11:20:30. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, DURHAM OFFICE.

TITLE NUMBER: SX106591

There is no application or official search pending against this title.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (17.12.1935) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 9 Manor Park, Bognor Regis (PO21 3JS).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 20 September 1968 referred to in the Charges Register.

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 (19.01.2016) PROPRIETOR: JAN CATHERINE GREENE and DANNY MAC GREENE of 9 Manor Park, Bognor Regis PO21 3JS.
- 2 (19.01.2016) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 3 (19.01.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (19.01.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 18 December 2015 in favour of Accord Mortgages Limited referred to in the Charges Register.

C: Charges Register

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

- 1 A Transfer of land at the junction of Sea Lane and The Parade dated 7 January 1937 from William Arthur Thornton (Vendor) by the direction of Eric James Bridgewater and Walter Henry Bridgewater to Henty and Constable (Brewers) Limited (Purchasers) contains the following covenants by the Vendor:-

Title number SX106591

C: Charges Register continued

"The Vendor and the said Eric James Bridgewater and Walter Henry Bridgewater 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 Bridgewater and Walter Henry Bridgewater 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 forms part of the land affected by this covenant.

- 2 A Transfer of the land in this title dated 20 September 1968 made between (1) J. E. Webb & Company Limited and (2) Jan Slotema contains restrictive covenants.

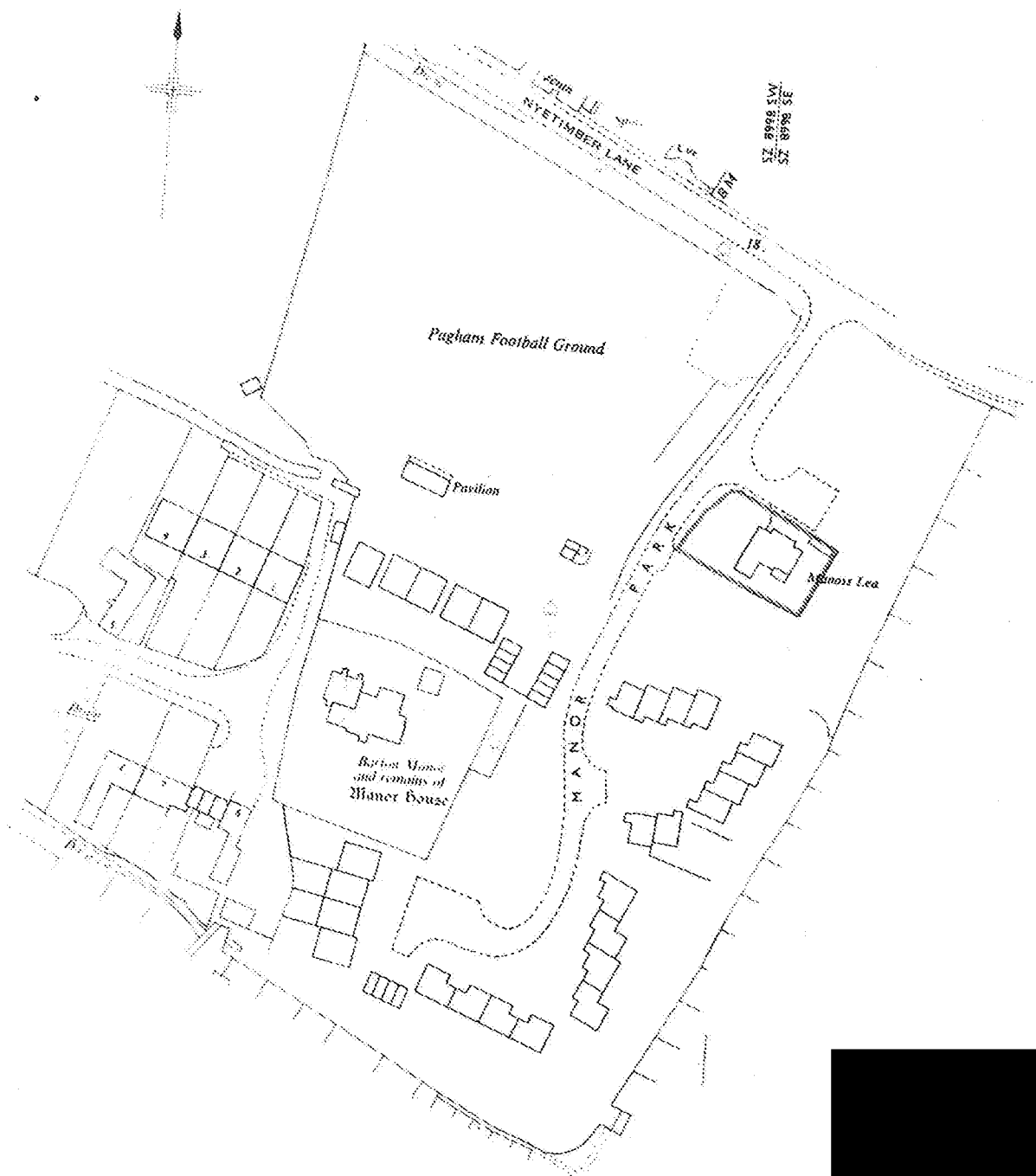
NOTE: Original filed.

- 3 (19.01.2016) REGISTERED CHARGE dated 18 December 2015.
- 4 (19.01.2016) Proprietor: ACCORD MORTGAGES LIMITED (Co. Regn. No. 2139881) of Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		SX 100591	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	SUSSEX		SZ 8998 SW
Scale: 1:1250			© Crown Copyright 1968.

PAGHAM PARISH



This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 15 May 2017 at 11:30:51. 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.

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