

S106A/190/SIDM

Date

23rd November

2015

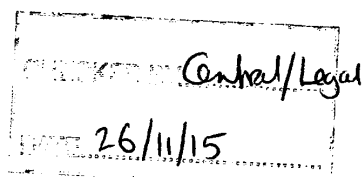
**MARY ELIZABETH KING
AND
NATIONAL WESTMINSTER BANK PLC
TO
EAST DEVON DISTRICT COUNCIL**

UNILATERAL UNDERTAKING

**Made under Section 106 of the Town & Country Planning Act
1990 (as amended) relating to:-**

Land North of Thorn House, Salcombe Regis, Sidmouth

15/0472/FUL



EAST DEVON DISTRICT COUNCIL ECONOMY		
26 NOV 2015		
BOOK	CIRC TAKEN	FILE

This **UNDERTAKING** is given on the 23rd day of November
two thousand and fifteen;

BY

- (1) **MARY ELIZABETH KING** of Higher Thorn Barn, Salcombe Regis, Sidmouth Devon EX10 0PA (hereinafter referred to as 'the Owner')
- (2) **NATIONAL WESTMINSTER BANK PLC (Co.Regn. No. 929027)** of 135 Bishopsgate, London EC2M 3UR (hereinafter known as 'the Lender')

TO

EAST DEVON DISTRICT COUNCIL of Knowle, Sidmouth, Devon, EX10 8HL (hereinafter known as 'the Council')

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area which includes the Land and by whom the obligations contained in this Deed are enforceable
- (B) The Owner is the freehold owner of the Land registered with the title absolute under title number(s) DN 145926
- (C) The Lender has a charge over the Land dated 7 October 2009
- (D) The Owner has made the Planning Application to the Council
- (E) The Council has not yet determined the Planning Application and the Owner enters into this Planning Obligation on the terms herein set out for the purpose of mitigating any harm that may be caused by the Development

IT IS HEREBY AGREED AND DECLARED that:

1. DEFINITIONS

In this Agreement the following definitions shall apply:

the Act	Means the Town and Country Planning Act 1990 as amended
Development	Means the development of the Land as

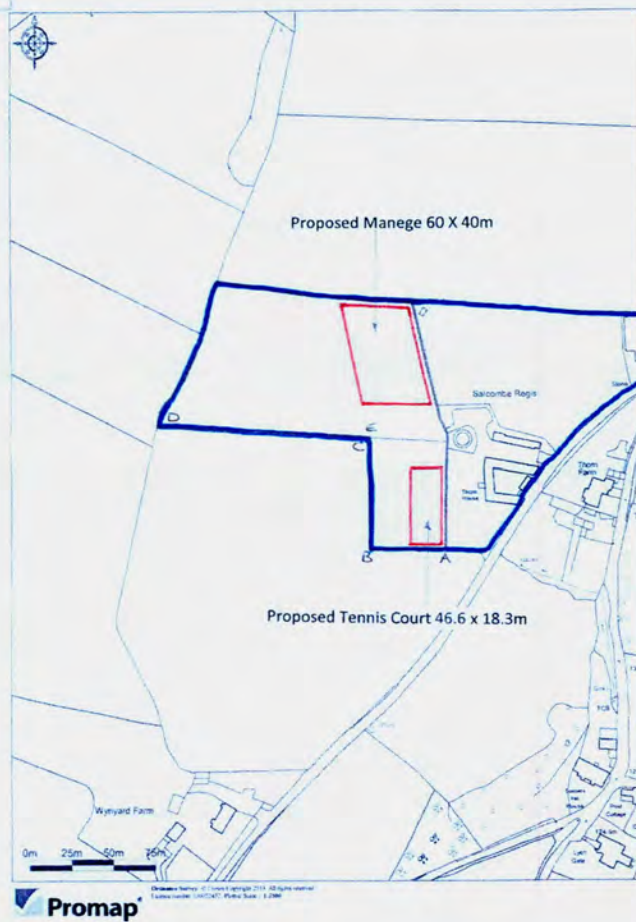
	described in the Second Planning Application as Formation of Outdoor Ménage Arena and in accordance with the Second Planning Permission
Commencement of Development	Means the carrying out of any material operation as defined by Section 56(4) of the Act in connection with Development and "Commence" and "Commenced" shall be construed accordingly
First Planning Permission	Means the planning permission granted pursuant to the First Planning Application
First Planning Application	Means the application for planning permission submitted to the Council for Formation of outdoor ménage arena and tennis court and given reference number 14/1280/FUL
First Outdoor Ménage Arena	Means the proposed outdoor ménage 60 x 40 m outlined in red on Plan B
Second Outdoor Ménage Arena	Means the outdoor ménage arena outlined in red on Plan A
Plan A	Means the plan titled Location Plan 15/0472/FUL appended
Plan B	Means the plan titled Proposed Site Plan 14/1280/FUL appended
Land	Means land situated at North Of Thorn House, Salcombe Regis, Sidmouth and shown edged red on the plan attached hereto
Second Planning Application	Means the application for planning permission submitted to the Council for the Development and given reference number 15/0472/FUL

PLAN B

KING EQUESTRIAN, THORN HOUSE
SALCOMBE REGIS, DEVON. EX10 0JH
OPERATIONAL DEVELOPMENT SITE PLAN
527/SP/OD SCALE:1:2500 @A3

14/1280

Land at Thorn, Salcombe Regis, Sidmouth, Devon, EX10 0JH.



Proposed Site Plan - 14/1280/FUL

Authorised Signature:



527/SP/OD - 10/06/2014

Second Planning Permission

Means the planning permission to be granted pursuant to the Second Planning Application either by the Council or in the event the Council refuses the Planning Application then by the Secretary of State on appeal.

2. Interpretation

- 2.1 Nothing in this Undertaking shall be or shall be construed to be a fetter or restriction on the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation the Land or otherwise
- 2.2 Words imposing an obligation on a party to do any act whatsoever include an obligation to procure that act and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of that restriction
- 2.3 Words imparting the singular meaning shall unless the context otherwise requires include the plural and vice versa and where there is more than one covenantor all obligations of such covenantors shall be joint and several
- 2.4 The masculine feminine and neuter genders include each of the other genders and words denoting persons shall include corporations and vice versa
- 2.5 A reference to any Clause or Schedule (or any part of them) is unless the context otherwise requires a reference to a Clause or Schedule (or any part of them) contained in this Undertaking
- 2.6 A reference to an Act of Parliament or Statutory Instrument refers to the Act or Statutory Instrument as it applies at the date of this Undertaking SAVE THAT in the event any such Act or Statutory Instrument is consolidated amended or re-enacted then any reference to such Act or Statutory Instrument refers to that Act or Statutory Instrument as consolidated amended or re-enacted from time to time
- 2.7 References to any party in this Undertaking shall include the successors in title and assigns of that party and in the case of the Council includes any successor local planning authority exercising planning powers under the Act
- 2.8 The provisions of the Schedule shall be deemed imported into the operative parts of this Undertaking

3. Statutory Basis

3.1 This UNDERTAKING is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers and any enactments replacing or superseding the same so as to bind the Owner's interests in the Land and their successors in title with the intent that the obligations herein contained shall be planning obligations

3.2 The planning obligations contained in this Undertaking shall be enforceable by the Council

4. Effect

4.1 The Deed shall take effect on the date hereof and the obligations contained herein are conditional on the grant of the Second Planning Permission

5. The Owner's covenants

5.1 The Owner hereby covenants with the Council to observe and perform the restrictions stipulations and requirements specified in this Undertaking and the Schedule thereto

6. General

6.1 Nothing in this Undertaking is or amounts to or shall be construed as a Planning Permission or approval

6.2 The contents of this Undertaking shall be registerable by the Council as a Local Land Charge pursuant to section 106(11) of the 1990 Act

6.3 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Undertaking shall confer on any third party (other than the Council) any right to enforce or any benefit of any term of this Undertaking

6.4 If the Second Planning Permission should expire before the Development is Commenced or shall at any time be revoked this Undertaking shall forthwith determine and cease to have effect

6.5 The Owner shall be deemed to have Commenced the Development pursuant to the Second Planning Permission if they Commence works referable to the Development amounting to a material operation as defined in Section 56(4) of the Act (not being works for which planning permission is not required) on the Land whether or not:-

(i) The Owner has satisfied all conditions precedent to commencement set out in the Second Planning Permission; or

(ii) Those works are in accordance with the Second Planning Permission

- 6.6 No person shall be liable for breach of an obligation or covenant contained in this Undertaking after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of an obligation or covenant prior to parting with such interest
- 6.7 The County Court in whose district the Land is situate shall have full jurisdiction to hear and determine proceeding arising from or relating to this Undertaking or for the enforcement of its terms or any of them
- 7. The Lender's consent**
- 7.1 The Lender hereby consents to the execution of this Undertaking and acknowledges that subject as herein provided the Land shall be bound by the restrictions and obligations contained in the Schedule to this Undertaking

SCHEDULE 1

Alternative Ménage

The Owner hereby covenants as follows:-

1. Upon the grant of the Second Planning Permission not to form the First Outdoor Ménage Arena as shown on Plan B approved under the First Planning Permission so as to ensure only the Second Outdoor Ménage Arena is formed on the Land

IN WITNESS of which this Planning Obligation has been duly executed as a Deed on the date and year first before written

EXECUTED as a DEED by

Mary Elizabeth King

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

NICHOLAS JONES
94 HIGH ST
HOLITON
EX14 1JL

EXECUTED as a DEED and the Common

Seal of Name of Organisation having a Common Seal

was hereunto affixed in the presence of

Authorised Signatory

SIGNED AS A DEED BY: [Redacted] Authorised Signature As the Attorney for and on behalf of National Westminster Bank PLC	In the Presence of: Dated: NO BEDFORD Company Official National Westminster Bank PLC Po Box 12201 Brindley Place Birmingham B2 2AG
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Anita Chamba
Clerical Level B

EXECUTED as a DEED by)

Name of organisation not having a Common Seal)

acting by :-)

Authorised Signatory

Authorised Signatory