

DATE

THIS AGREEMENT is made this 11th day of January 2018

1. PARTIES

BETWEEN

ALISTAIR LANCE RICHARD HOUSE and ROBERT JAMES METFORD
HOUSE of Lake Farm, Bleadon, Weston-super-Mare, North-Somerset, BS24
0NY ("The Owner")

AND

BARCLAYS BANK PLC (Company Registration Number: 1026167) of Barclays
Loan Servicing Centre, P.O Box 299, Birmingham, B1 3PF ("the Chargee")

AND

NORTH SOMERSET DISTRICT COUNCIL of the Town Hall, Weston-Super-
Mare ("the Council")

2. BACKGROUND

- 2.1 The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 in respect of the land defined below as the Application Land
- 2.2 The Owner is the freeholder owner of the Application Land registered at HM Land Registry under title numbers ST185781 and ST180799
- 2.3 The Chargee has a registered charge over that part of the Application Land registered at HM Land Registry under title number ST185781 dated 1 October 2004
- 2.4 The Owner submitted to the Council a planning application (reference number 14/P/0746/F2) for the development of the land to provide a regional scale water park ("the Planning Application")
- 2.5 The Owner and the Chargee entered into the Unilateral Undertaking
- 2.6 The Planning Permission was granted on 24 July 2015.

2.7 For the purposes of facilitating the Development the parties are willing to enter into this Agreement to secure a financial contribution towards highways improvements and discharge the Original Unilateral Undertaking

3. DEFINITIONS

In this Agreement the following words and expressions shall where the context so requires or admits have the following meanings :-

- 3.1 "the Act" means the Town and Country Planning Act 1990
- 3.2 the "Council" and the "Owner" respectively include their successors in title and assigns
- 3.3 "Application Plan" means the plan annexed hereto
- 3.4 "Application Site" means the land known as Land at Purn House Farm, Bleadon, Weston-super-Mare and shown for the purpose of identification only edged red on the Application Plan
- 3.5 "Commence Use" means the date on which the Development is open to the public and the public are able to use the facilities on the Development (and "Commencement of Use" shall be construed accordingly)
- 3.6 "Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly
- 3.7 "Development" means the development authorised by the Planning Permission

- 3.8 "Highways Contribution" means the sum of £26,000 to be used towards the cost to the Council of carrying out the following improvements and measures: road safety improvements to the junction of Accommodation Road and the A370 (£10,000); footway improvements along Accommodation Road (£15,000); and speed reduction measures comprising new 'SLOW' sign and yellow bar road markings on Accommodation Road at the bend prior to the Application Site entrance (£1,000)
- 3.9 "Original Unilateral Undertaking" means the Unilateral Undertaking given by the Owner and the Chargee to the Council dated 22 July 2015
- 3.10 "Planning Permission" means the permission granted by the Council pursuant to the Planning Application and including any permission granted pursuant to an application under section 73 of the Act

4. STATUTORY PROVISIONS

This Agreement:

- 4.1 Is made between the Owner the Chargee and the Council
- 4.2 Is made pursuant to the provisions of section 106 of the Act
- 4.3 Is a planning obligation for the purposes of section 106 of the Act
- 4.4 Is made with intent to bind the Application Land
- 4.5 Shall be enforceable by the Council as local planning authority
- 4.6 Is executed by the Owner and the Chargee and the Council as a Deed

5. HIGHWAYS CONTRIBUTION

- 5.1 The Owner covenants with the Council as follows:
- 5.1.1 Not to Commence Use of the Development unless and until the Highway Contribution has been paid in full to the Council.
- 5.1.2 To pay the Highway Contribution to the Council prior to the Commencement of Use
- 5.1.3 To give the Council at least six weeks written notice of an intention to Commence Development

5.1.4 To give the Council at least six weeks written notice of an intention to
Commence Use of the Development

6 DISCHARGE OF ORIGINAL UNILATERAL UNDERTAKING

It is hereby agreed that the Original Unilateral Undertaking and the obligations contained therein in relation to the Application Land shall be hereby released and shall be deemed to cease and determine absolutely on the date hereof

7 NOTIFICATION

Any notices shall be deemed to have been validly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

8 REGISTRATION OF THIS AGREEMENT

This Agreement shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

9 HEADINGS

The headings in this Agreement are for convenience only and shall not be taken into account in the construction and interpretation of it

10 CHARGEES CONSENT

The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Application Land shall be bound by the obligations contained in this Agreement and the security of the charge over the Application Land shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have no liability under this Agreement unless it takes possession of the Application Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

11 MISCELLANEOUS

11.1 This Deed shall cease to have effect if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is

modified by any statutory procedure or expires prior to the Commencement of the Development

11.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Application Land or its interest in the part of the Application Land in relation to which the breach subsists but without prejudice to liability for any subsisting breach arising prior to parting with such interest

11.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Amendment Permission) granted (whether or not on appeal) after the date of this Deed PROVIDED THAT the provisions of this Deed shall apply to any planning permission granted in respect of the Application Land or any part of it pursuant to an application to vary or remove any condition of the Planning Permission mutatis mutandis

11.4 This Deed shall not be binding on nor enforceable against any statutory undertaker or other person who acquires any part of the Application Land or any interest in it for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

11.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and its terms shall not be enforceable by or against anyone other than the Owners the Chargee and the Council and any person deriving title from them

11.6 This Deed will terminate if:

11.6.1 The Planning Permission is quashed, revoked or otherwise withdrawn; or

11.6.2 The Planning Permission expires or is withdrawn before Commencement of Development; or

11.6.3 The Planning Permission is modified by statutory procedure without the consent of the Owner

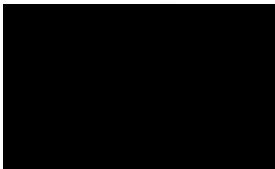
IN WITNESS of which the parties to this instrument have executed it as their deed the day and year first before written.

EXECUTED as a DEED by
ALISTAIR LANCE RICHARD HOUSE
in the presence of:



Witness Name: A. DU-ROSE
Witness Occupation: POST OFFICE ASSIST.
Witness Address: BLEAPON POST OFFICE

EXECUTED as a DEED by
ROBERT JAMES METFORD HOUSE
in the presence of:



Witness Name: [REDACTED]
Witness Occupation: TAPE SURVEYOR
Witness Address: 5 THE CRESCENT
LYMPHAM
ISS24 OSH

SIGNED for an on behalf of
BARCLAYS BANK PLC by

JESAL RAJESH DESAI

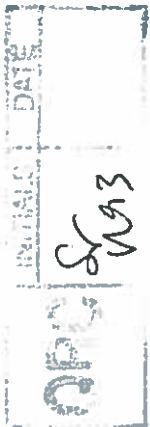


its duly appointed Attorney under a
Power of Attorney

in the presence of:



Witness Name: SARITA VERMA



The COMMON SEAL of the)
NORTH SOMERSET COUNCIL)
was hereunto affixed)
in the presence of:-)



17776