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on day of

DATE 19th June 2014

UNILATERAL UNDERTAKING
UNDER SECTION 106
OF THE
TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO

Marine Buildings, Penarth, Vale of Glamorgan

GIVEN BY

Skyasset Limited (1)
JMD Restaurants (Cardiff) Limited (2)

THIS DEED OF UNDERTAKING is made this *19th* day of *June* 2014
by

Skyasset Limited (Co. Regn. No. 04297283) of Custom House, Penarth Marina, Penarth CF64 1TT ("the Owner") and

JMD Restaurants (Cardiff) Limited (Company Registration No. 0388329 of Custom House, Penarth Marina, Penarth CF64 1TT ("the Lessee")

WHEREAS

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- B. The Owner is the owner of the freehold interest in the Site, which forms part of the property, which is registered at HM Land Registry under title number WA965156.
- C. The Lessee is the lessee of part of the Site and joins in this Deed to consent to the obligations contained herein.
- D. The Owner and the Council consider that the following Planning Obligations should be entered into as of the date of this Deed conditional upon the Application being granted and subject to the conditions contained in this Deed in respect of the Site.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990
"Application"	the application for full planning permission registered on 22 November 2011 and submitted to the Council for the Development and allocated reference number 2011/01177/FUL
"Commencement of Development"	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 the 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.
"the Council"	means the Vale of Glamorgan Council
"Development"	the Development of the Site by the proposed conversion and extension of existing derelict fire and water damaged building to create a hotel with 55 bedrooms, a Cafeteria and Wine Bar as set out in the Application.
Index"	all Items Index of Retail Prices issued by the Office for National Statistics.
"Interest"	interest at 4% per cent above the base lending rate of Barclays Bank Plc from time to time
"Occupation" and "Occupied"	beneficial occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.
"Plan"	the plan attached to this Deed
"the Planning Obligations"	means the obligations specified in the schedule annexed hereto
"Planning Permission"	the full planning permission subject to conditions to be granted by the Council pursuant to the Application.
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan.
"Training and Development"	means activities designed to facilitate the learning and development of new and existing skills, and to improve the performance of specific tasks or roles.
"Training and Development Contribution"	means the sum of Six Thousand Pounds (£6,000)

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and County Council the successors to their respective statutory functions.

3. THE PLANNING OBLIGATIONS

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and any successors in title to each and every part of the Site.
- 3.3 This Deed is conditional upon:
 - (i) the grant of the Planning Permission; and
 - (ii) the Commencement of Development
- 3.4 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 Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be 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 Development.
- 3.6 The Owner covenants with the Council to observe and perform the obligations in respect of the Site as set out in this Deed and the Second Schedule.
- 3.7 This Deed relates only to the Site.
- 3.8 This Deed shall be registerable as a local land charge by the Council.
- 3.9 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

4. CHANGE IN OWNERSHIP

- 4.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

5. LESSEE'S CONSENT

- 5.1 The Lessee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and its interest in the Site shall be subject to this terms of this Deed.

**FIRST SCHEDULE
Owner's Title and description of the Site**

Land on the South-east side of Paget Road, Penarth, Vale of Glamorgan registered under Title Number WA965156 and shown edged red on the Plan

**SECOND SCHEDULE
The Owner's Covenants with the Council**

The Owner covenants and agrees:

1. Within twelve (12) months of first Occupation of the Development, the Owner shall either:
 - 1.1 submit a scheme for the provision of Training and Development for at least five (5) Trainees for the approval of the Council and thereafter implement the said scheme in accordance with the approved details; or,
 - 1.2 pay the Training and Development Contribution to the Council to provide Training and Development opportunities to people in the administrative area of the Council
2. to pay to the Council on completion of this Deed the Administration Fee of £2,376.00 and the legal costs of £300 incurred by the Council in the preparation of this Deed.
3. To notify the Council in writing of the date of Commencement of Development and first Occupation of the Development within one calendar month of their occurrence.
4. Any sum referred to above shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable. If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

Executed and DELIVERED as a DEED by Skyasset Limited

Acting by: N.B.M.S MR N.B. MARTINEZ .

in the presence of:

[Signature]
MRS LYNDA DOBSON
CHARTERED ACCOUNTANT
"BENDLEY", DYFFRYN,
NEATH, SAIO TAZ .

Executed and DELIVERED as a DEED by JMD

Restaurants (Cardiff) Limited

Acting by: N.B.M.S MR N. B. MARTINEZ .

in the presence of:

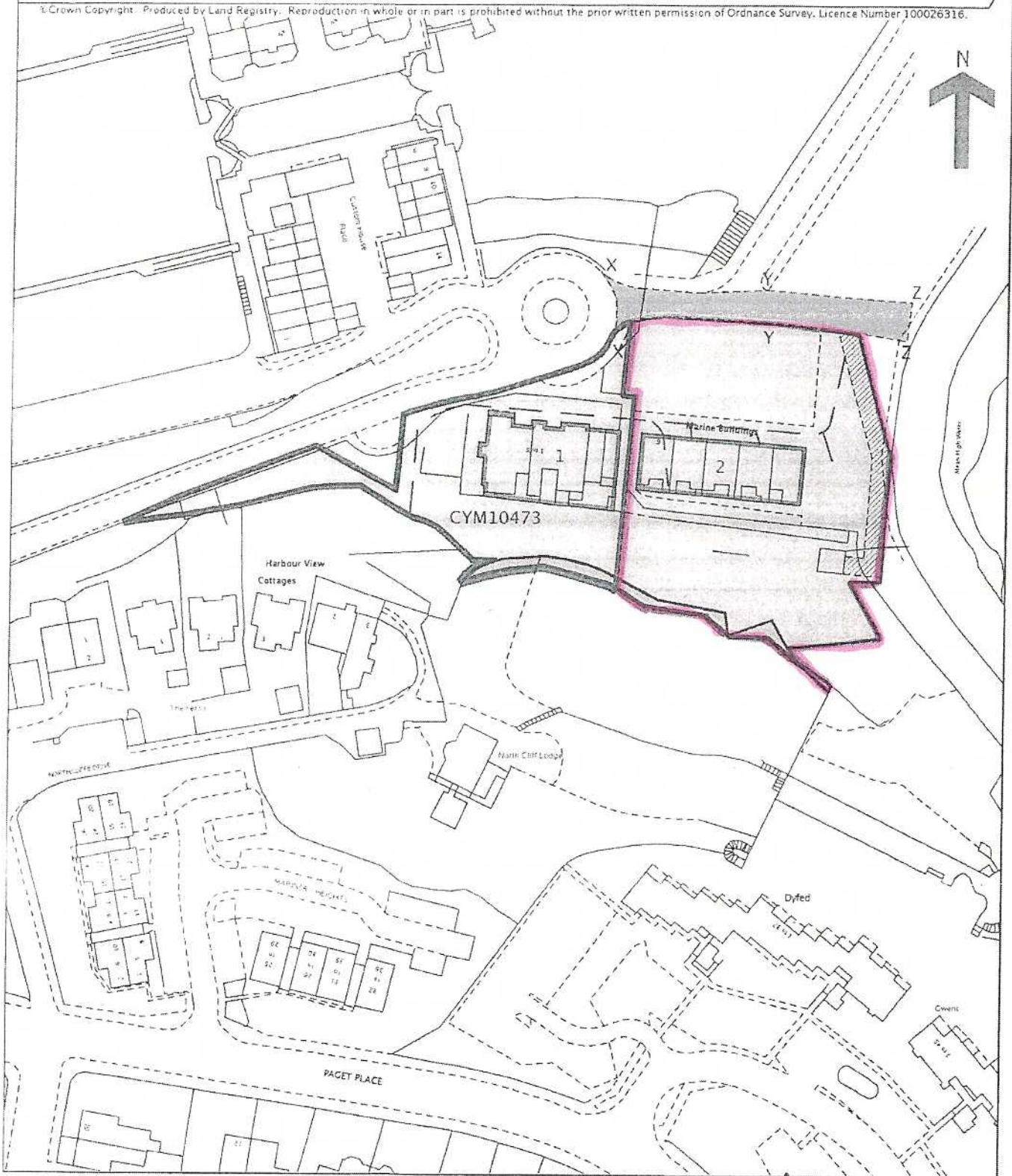
[Signature]
MRS LYNDA DOBSON.
CHARTERED ACCOUNTANT
"BENDLEY"
DYFFRYN
NEATH
SAIO TAZ .

Land Registry
Official copy of
title plan

Title number **WA965156**
Ordnance Survey map reference **ST1872SE**
Scale **1:1250**
Administrative area **The Vale of Glamorgan /
Bro Morgannwg**



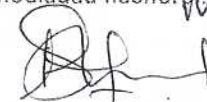
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N.B. 103

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Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenor Mr. Nataniel Martinez. 16/10/2014.

Witnessed By:  Mrs Lynda Dobson 16/10/2014