

Dated this

26th

day of

February

2026

REDFERN PROPERTIES LIMITED

TO

NORTHUMBERLAND COUNTY COUNCIL

PLANNING OBLIGATION BY UNDERTAKING

Pursuant to section 106 of the Town and Country Planning Act 1990

In relation to land at 75-79 Queen Street, Amble, Northumberland, NE65 0DA

Planning Ref: 25/04266/FUL

Dated this 26th day of February 2026

THIS DEED OF UNDERTAKING IS GIVEN BY

REDFERN PROPERTIES LIMITED (Co. Reg. No. 09560624) whose registered office is situated at 4 Lansdowne Terrace, Newcastle upon Tyne, NE3 1HN ("the Owner")

TO

NORTHUMBERLAND COUNTY COUNCIL of County Hall, Morpeth, Northumberland, NE61 2EF ("the Council")

RECITALS

- a) The Owner is the registered proprietor of the Land registered with title absolute at HM Land Registry under title number ND117160.
- b) The Owner has submitted the Planning Application to the Council for Planning Permission for the Development and intends to undertake the Development.
- c) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- d) The Planning Application was validated by the Council on the 3 December 2025.
- e) 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

- "the Act"** means the Town and Country Planning Act 1990 as amended;
- "Coastal Mitigation Service Contribution"** means the sum of £615.00 (six hundred and fifteen pounds) to be paid by the Owner to the Council and to be applied by the Council towards the provision of mitigation services including warden provision and associated activity to mitigate the impact of recreational activity and development on designated sites on the coast of Northumberland;
- "Commencement of Development"** means the date upon which any part of the Development pursuant to the Planning Permission is commenced on the Land and/or the carrying out on the Land of a material operation (as defined by section 56(4) of the Act) pursuant to the Planning Permission whichever is the

earlier, 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 hoarding around the Land and the terms 'Commenced' and 'Commences' and 'Commence Development' shall be construed accordingly;

"Development"

means the change of use from redundant commercial premises to create a first floor two bedroom flat and retrospective installation of ground floor entrance to flat as described in the Planning Application and in accordance with the Planning Permission;

"Land"

means land located at 75-79 Queen Street, Amble, Northumberland, NE65 0DA registered with title absolute at HM Land Registry under title number ND117160 as shown edged red on the attached plan;

"Plan"

the plan attached to this Deed;

"Planning Application"

means the application for planning permission submitted to the Council for the Development and given reference number 25/04266/FUL

"Planning Permission"

means planning permission to be granted by the Council pursuant to the Planning Application or by the Secretary of State on appeal.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.3 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.
- 1.4 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
- 1.5 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.
- 1.6 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.
- 1.7 The masculine feminine and neuter genders include each of the other genders and words denoting persons shall include corporations and vice versa.

2. STATUTORY PROVISIONS

- 2.1 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 with the intent to bind the Owner's interests in the Land and with the intent that the obligations herein contained shall be planning obligations.
- 2.2 This Deed shall have effect from the date hereof.
- 2.3 The obligations contained in clause 4 of this Deed are enforceable by the Council in accordance with section 106 of the Act.

3. LOCAL LAND CHARGE

- 3.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975.
- 3.2 The Council will upon the written request of the Owner at any time after the obligation under this Deed has been fulfilled issue written confirmation thereof and thereafter cancel all related entries from the Register of Local Land Charges.

4. COVENANTS WITH THE COUNCIL

- 4.1 The Owner covenants with the Council to pay the Coastal Mitigation Service Contribution to the Council upon Commencement of Development.
- 4.2 The Owner covenants to notify the Council, in writing, within 20 Working Days of the Commencement of Development.

5. DISCHARGE BY PERFORMANCE

Upon the performance discharge or other fulfilment of the obligation under the terms of this Deed such covenant obligation shall absolutely cease and determine save in respect of any antecedent breach.

6. FEES

- 6.1 The Owner shall pay to the Council on the date of this Deed the Council's legal costs in the sum of £360.00 (three hundred and sixty pounds) incurred in the preparation and registration of this Deed.
- 6.2 The Owner shall pay to the Council upon Commencement of Development the sum of £105.00 (one hundred and five pounds) in relation to the costs associated with the monitoring and ongoing management of the obligations in this Deed.


7. INDEXATION

The Coastal Mitigation Service Contribution shall be subject to such increase as is necessary to reflect any increase in the Retail Price Index (All Items) (or such replacement index thereof) for the period commencing from the date of this Deed and ending on the date of payment such increase to be calculated by reference to the Index most recently published at the date of which the relevant payment was made

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

Executed and delivered as a Deed by
REDFERN PROPERTIES LIMITED acting by

P. MCATEER (print name)
a director


.....
Director


in the presence of:

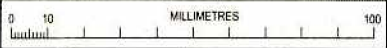
Witness signature

Witness name

Witness address

Witness occupation


.....
RACHEL E BATCHELOR
.....
MIDDLE FARM
.....
NE19 2RT
.....
ADMINISTRATOR
.....



Block plan
Scale: 1/200



Site location plan
Scale: 1/1250



IN ADDITION TO THE MARKINGS NORMALLY ASSOCIATED WITH THE TYPE OF WORK SET OUT IN THE DRAWING, THE FOLLOWING SURVEYING METHODS WERE USED:

2	REFER TO DESIGNER'S RISK ASSESSMENT PRIOR TO COMMENCING WORK	
1	PRIOR TO COMMENCING ANY WORK CONTRACTOR TO REFER TO ASBESTOS REGISTER	

KMS
Surveying Ltd
www.kms-surveying.com

CLIENT:
Redlem Properties Ltd

PROJECT:
75 Queen Street
Amble
NE65 0DA

TITLE:
Site & block plans

SCALE	ISSUED FOR	ISSUED DATE	DATE	BY	DATE	BY	DATE
AS NOTED	A2		24/11/2022				
PROJECT NO.	DESCRIPTION	ISSUE	ISSUE NO.	REV.			
BS2737			005	202	70		