SECTION 106 UNILATERAL PLANNING OBLIGATION

THIS UNILATERAL PLANNING OBLIGATION is made the FOURTH day of NOVEMBER two thousand and thirteen and given by

(1) NTS TRUSTEES LIMITED (company registration no. 1407848) of Sutton House Weyside Park Catteshall Lane, Godalming GU7 1XE and Graham Ewart Mumford Ashby Chilterns Farm West Chiltington Road Storrington Pulborough West Sussex RH20 4BP ("the Owner")

to Adur District Council ("the Council") of Civic Centre Ham Road Shoreham-by-Sea West Sussex BN43 6PR

RECITALS

A The Owner is the registered proprietor under title number WSX148309 of the land at 4a Southview Road, Southwick, West Sussex BN42 4TU, that is also known as the Builders Store to the rear of 4 to 14 Southview Road Southwick, shown for identification purposes only edged red on the Plan attached ("the Land")

B The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the Land is situated.

C The Owner has by the Application applied to the Council for planning permission to develop the Land by the Development

D The Owner is willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation to facilitate the grant of planning permission by securing the contribution contained in this undertaking towards measures which avoid or mitigate against any adverse effect of the Development on the transport network and to ensure the Development is accessible by sustainable transport in accordance with the revised West Sussex County Council supplementary planning guidance titled 'Parking Standards & Transport Contributions Methodology' (adopted November 2003, revised September 2010) or any subsequent revisions amendments or replacements thereto

1. DEFINITIONS & INTERPRETATION

In this Unilateral Planning Obligation:

1.1 "the Act" means the Town and Country Planning Act 1990 as amended

1.2 "the Application" means the planning application numbered AWDM/0366/13 made by the Owner for full planning permission to develop the Land and shall include any amendment or renewal thereof or any reserved matters application thereunder

1.3 "Commencement of the Development" means the carrying out as part of the Development of the first material operation (within the meaning ascribed in Section 56 of the Act)

1.4 "the Development" means the development of the Land by Demolition of existing two-storey workshop and parking and replacement with new two-storey workshop with office accommodation including associated access and parking as proposed in the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission

1.5 "Retail Price Index" means the United Kingdom fiscal annualised retail prices index as published by the Office for National Statistics (or by any government department or other body upon which duties to prepare such an index devolve) provided that in the event of the Council considering the method used to compile such index has changed substantially or such index being abolished to apply such alternative as shall be set by the Council

1.6 "the Total Access Demand Methodology" means the methodology set out in the revised West Sussex County Council supplementary planning guidance titled 'Parking Standards & Transport Contributions Methodology' (adopted November 2003, revised September 2010) or any subsequent revisions amendments or replacements thereto used to calculate the Transport Contribution

1.7 "Transport Contribution" means the sum of £ 4009.00 towards measures which avoid or mitigate against any adverse effect of the Development on the transport network and to ensure the Development is accessible by sustainable transport in accordance with the revised West Sussex County Council supplementary planning guidance titled 'Parking Standards & Transport Contributions Methodology' (adopted November 2003, revised September 2010) or any subsequent revisions amendments or replacements thereto increased by the percentage (if any) that the Retail Price Index shall have increased between the date of its last publication prior to the date of this Unilateral Planning Obligation and the date of its last publication prior to the date of payment

1.8 "Unilateral Planning Obligation" means the planning obligation set out in the clause 4 of this Deed

1.9 Words importing the masculine include the feminine and vice versa

1.10 Words importing the singular include the plural and vice versa

1.11 Words importing persons include companies and corporations and vice versa

1.12 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

1.13 Any reference to a clause or plan is to one in or attached to this Unilateral Planning Obligation

1.14 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it

1.15 References to any party to this Unilateral Planning Obligation 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 the successors to their respective functions as local planning authority

2. ENABLING PROVISIONS

2.1 This Unilateral Planning Obligation is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers

3 COMMENCEMENT AND DETERMINATION

3.1 This Unilateral Planning Obligation shall come into effect on the date of this Unilateral Planning Obligation

3.2 If the planning permission granted pursuant to the Application shall expire before the Commencement of the Development or shall at any time be revoked then this Unilateral Planning Obligation shall be determined and shall have no further effect

4. OWNER'S COVENANT WITH THE COUNCIL

4.1 The Owner hereby covenants with the Council that it will within 7 days of the Commencement of the Development pay the Transport Contribution to the Council together with an administration fee of £50 (fifty) pounds or 2% of the Transport Contribution whichever sum is the greater

5. GENERAL

The Owner acknowledges and declares that:

5.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of Section 106 of the Act

5.2 this Unilateral Planning Obligation constitutes a deed

5.3 this Unilateral Planning Obligation is enforceable by the Council

5.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999

5.5 this deed is a Local Land Charge and is registerable as such by the Council

5.6 this deed shall be governed by and construed in accordance with the Laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts

5.7 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Unilateral Planning Obligation after that person has parted with its interest in the Land but without prejudice to liability for any breach subsisting prior to parting with such interest

5.8 the Owner agrees to pay the Council's reasonable legal costs in checking that the contents of this Unilateral Planning Obligation are correct and the Owners title valid

5.9 that the Owner has the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation

5.10 that should the Civic Centre Ham Road Shoreham-by-Sea West Sussex BN43 6PR no longer be occupied by the Council at the date of service of any notices or correspondence by the Owner upon the Council then the Council's address for service shall be: The Town Hall, Chapel Road, Worthing BN11 1HA

IN WITNESS of which the Owner has executed this Deed on the above date

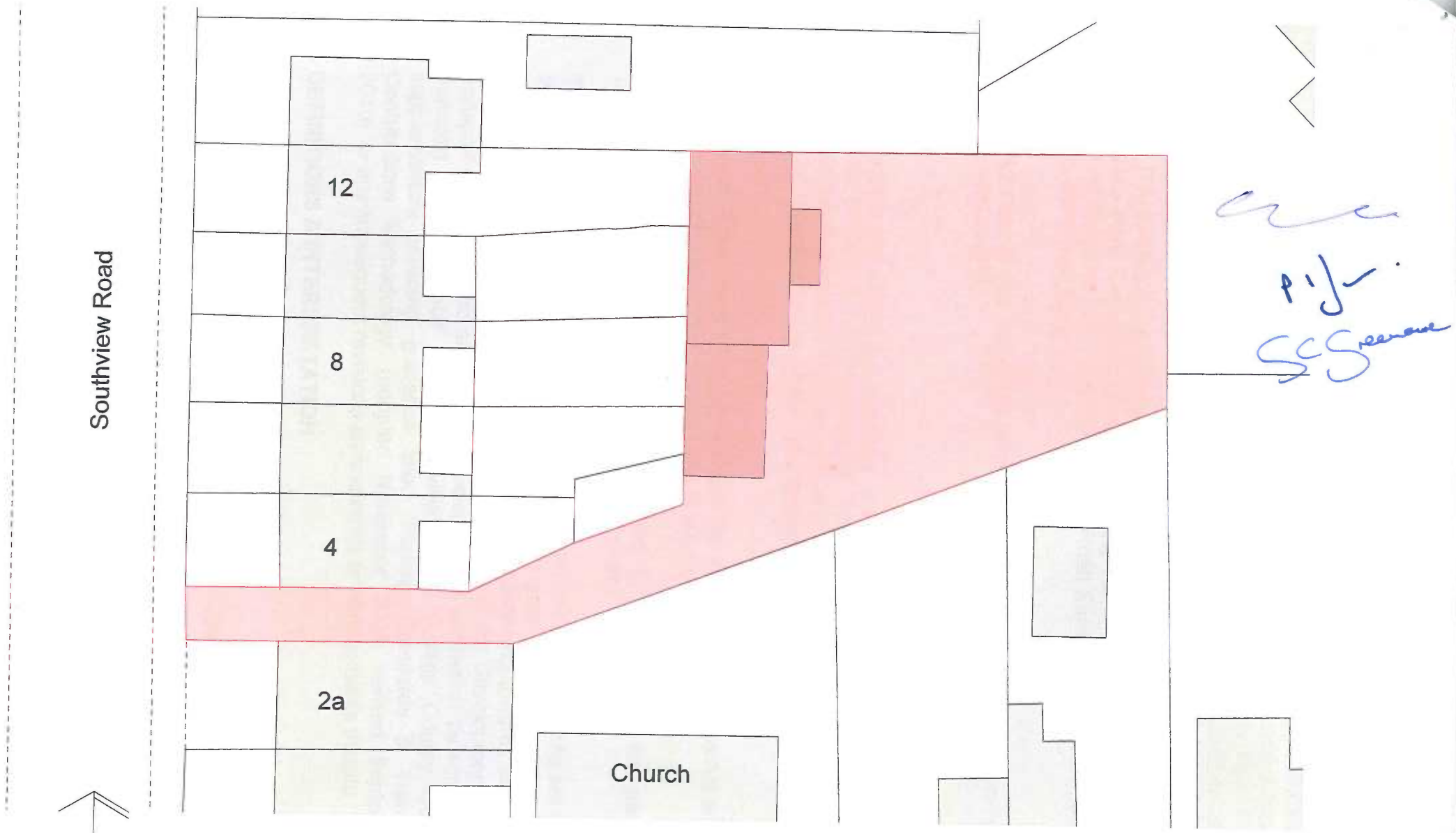
NTS Trustees Limited

Director

Director

Graham Ashby
Signature:.....
in the presence of

Signature:.....
Name of Witness: STEPHEN BAILEY
Address of Witness: 10 JEVINGTON DRIVE SEAFORD EAST SUSSEX



S106 Plan
1:200@ A3
16th October 2013

Dwg.No. 12033_S106

CIRCLE 25
Design & Planning
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