Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the .....28th..... day of .....May.....two thousand and nine

BY Gochers Laundry Limited (company number 270597) ('the Owner')..... of Alma Street Lancing West Sussex BN15 8AX and

Barclays Bank Plc of UK Banking Centre PO Box 299 Birmingham B1 3PF ('the Mortgagee')

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

RECITALS

A The Owner is the Leasehold owner of the land known as 23 Cecil Pashley Way Shoreham Airport Shoreham-by-Sea BN43 5FF (registered at HM Land Registry under Title Number WSX220406) and shown edged red on the plan attached hereto

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 now made an application to the Council for Planning Permission under Planning Application Number ADC/0040/07

D The Owner considers that the land should be bound by this Planning Obligation in the manner hereinafter contained

DEFINITIONS

1. In this Deed the following words and expressions shall where the context so admits have the following meanings:

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

1.2 "All Requisite Consents" means all consent Orders or Agreements Authorisations Licences or Permissions necessary to implement the development

1.3 "Application" means the Planning Application allocated reference as above by the Council

1.4 "Development" means the proposed change of use from Hanger to Laundry with rear extension and alterations including provision of curtain, walling and new window

1.5 "Commencement of the Development" means implementation by the carrying out of a material operation as defined in Section 56(4) of the Act

1.6 "The Owner" shall include its successors in title and assigns

1.7 "The Plan" means the plan annexed hereto

1.8 "The Land" means All that land being the land known as 23 Cecil Pashley Way Shoreham Airport Shoreham-by-Sea BN43 5FF shown edged red on the plan

1.9 "The Planning Obligation" means the planning obligation set out in the Schedule to this Agreement

1.10 "The Planning Permission" is the Permission granted under Application Number ADC/0040/07

MAIN OPERATIVE CLAUSES

2.1 THIS Undertaking is an Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) Section 111 of the Local Government Act 1972 and all other powers and enactments thereby enabling and which may be relevant for the purposes of the enforcement of covenants and or obligations contained herein to the intent that it shall bind the Owner and its successors in title and assigns each and every part of the land

2.2 THE Owner hereby covenants with the Council that it will comply in all respects with the Planning Obligations set out and contained in the Schedule hereto to the effect that the land and every part thereof shall be permanently subject thereto

2.3 The Mortgagee confirms its consent to the Owner entering into this Deed of Unilateral Undertaking

2.4 THIS Planning Obligation is conditional upon and shall be of no effect until the Planning Permission has been granted. If the Planning Permission is cancelled revoked or otherwise withdrawn this Deed shall cease to have effect

2.5 A person (other than the Council) who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

2.6 THIS Deed is a Local Land Charge and is registerable as such by the Council

2.7 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

2.8 ANY Notice consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally or sent by prepaid first class recorded delivery post teletex or facsimile transmission. The address for service of any such notice consent or approval as aforesaid shall in the case of the parties be the address given in the above hereto or such address for service as shall have previously been notified by the Party and in the case of the Council shall be Adur District Council Civic Centre Ham Road Shoreham-by-Sea West Sussex BN43 6PR

2.9 THE Owner agrees to paying the Council's reasonable legal costs in checking that the contents of this Agreement are correct and the Owners title valid

2.10 THE Mortgagee consents to the Owner entering into the Agreement and acknowledges that this Agreement binds the land. The Mortgagee shall only be liable for any breach of this Agreement if it has itself caused the breach whilst the Mortgagee is in possession. It shall not be liable for any pre-existing breach

THE SCHEDULE

The Owner hereby covenants with the council that it will within 7 days of the commencement of the development pay the sum of £2,600 to the Council as a contribution towards sustainable transport improvements in the area being comprised within the list of "Schemes to be progressed if developer funding is available".

SIGNED AND DELIVERED as a deed) by **GOCHERS LAUNDRY LTD** acting by **JULIAN IAN ANDERSON** a director, in the presence of:

[redacted]

Witness signature: [redacted]

Witness name: CAROL CURTIS

Witness address: C/O GOCHERS LAUNDRY LTD
4 ALMA STREET
LANCING
BN15 8AX

Witness Occupation:
OFFICE MANAGER

EXECUTED AS A DEED by

The Mortgagee

Signature:.....

Name:.....

in the presence of

Signed as a deed
By Yasmi Roberta Glynn Roberts
as Attorney for and
on behalf of
Barclays Bank PLC
in the presence of

Name: Karen Lesley Law Signed

[redacted]

Signature:.....

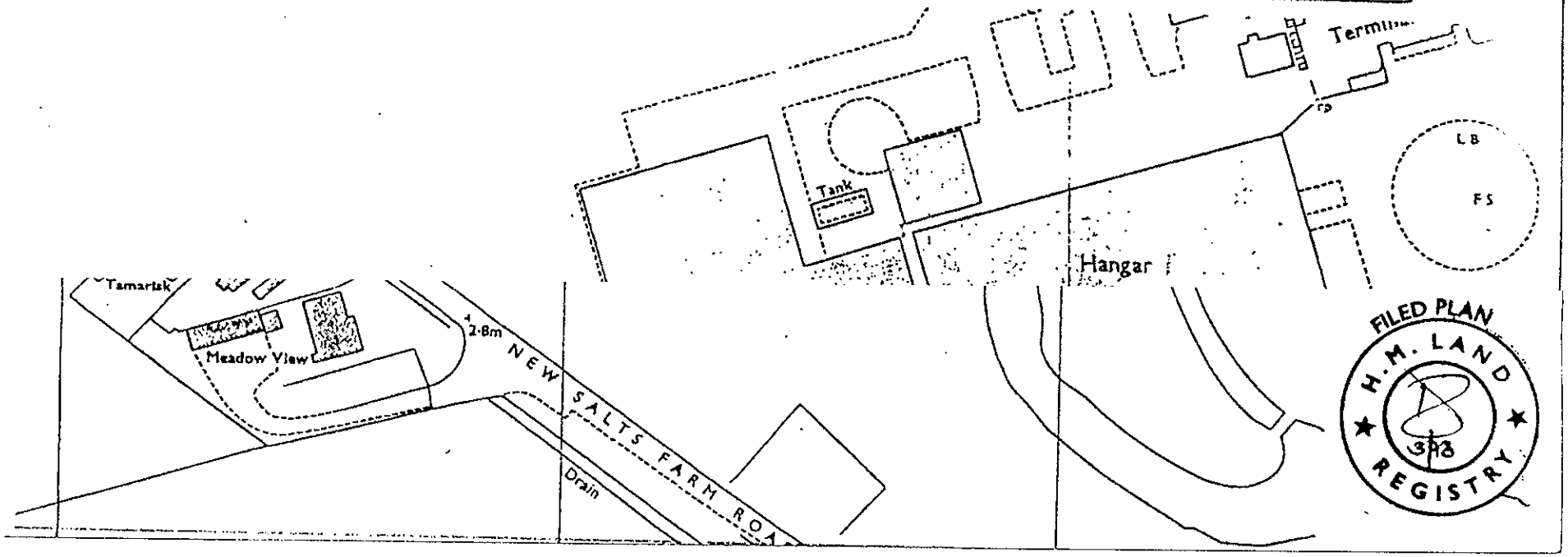
Name of Witness:.....

Address of Witness:.....

QRC	INITIALS	DATE
	WBT	

H.M. LAND REGISTRY

TITLE NUMBER	**WSX220406**
ORDNANCE SURVEY PLAN REFERENCE	TQ2005SW
Scale	1/1250
COUNTY	WEST SUSSEX
DISTRICT	ADUR
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This official copy issued on 10 April 2007 shows the state of this title plan on 10 April 2007 at 9:01:07.
It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - Title Plans.
This title is dealt with by Land Registry, Portsmouth Office.
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BARCLAYS BANK PLC
UK BANKING SERVICES CENTRE
PO BOX 299
BIRMINGHAM B1 3AN

By this POWER OF ATTORNEY made by deed on 17th April 2009, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

I certify that this is a true and complete copy of the original [redacted]

FOR BARCLAYS BANK PLC
Name A. Cockbill
Job Title Bank Clerk
Date 07/05/09

YASMI ROBERTA GLYNN ROBERTS
MANAGER
SPECIALIST SUPPORT TEAM
Barclays UK Banking Service Centre
Camden House East
Summer Row
Birmingham
B1 3PF

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or

2. to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or

3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or

4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney shall remain in force for twelve consecutive calendar months from the date of this Deed.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of
Barclays Bank PLC
was affixed in the Execution of this Deed
in the presence of:

[redacted]

Assistant Secretary
Authorised Sealing Officer

[redacted]