ADC/0737/07

application refused

Section 106 Unilateral Obligation

THIS UNILATERAL AGREEMENT is made the 15th day of August Two thousand and eight

BY **HOLMBUSH PROPERTIES LIMITED** (the owner) whose registered office is at 15 Gratton Road, Worthing, West Sussex BN11 1QP

TO **ADUR DISTRICT COUNCIL** (the Council) of Civic Centre, Ham Road, Shoreham-by-Sea, West Sussex BN43 6PR

RECITALS:

A The Owner is the Freehold owner of the land known as Land to the North side of Kingston Broadway, Shoreham-by-Sea (registered at HM Land Registry under Title Number SX17794) 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 Reference Number ADC.0737.07 which has been refused and which now forms the subject of an appeal against that decision.

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 4 one-bedroom flats and 2 two-bedroom townhouses and 13 parking spaces

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

.....[redacted]

DEIBEL & ALLEN
SOLICITORS
KEASLEY HOUSE, 10 FRANKLIN ROAD
PORTSLADE, BRIGHTON BN41 1AN

98

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 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/0737/07 if the appeal is allowed by the Inspector appointed by the First Secretary of State

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 in all respects comply with the conditions that may be contained in the Planning Permission and 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 THIS Planning Obligation is conditional upon and shall be of no effect until the Planning Permission has been granted. If the appeal is dismissed or the Planning Permission is cancelled revoked or otherwise withdrawn this Deed shall cease to have effect

2.4 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

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

2.6 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

2.7 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 telex 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

2.8 THE Owner agrees to paying the Council's legal costs of £200, plus VAT in checking that the contents of this Agreement are correct and the Owners title valid

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 [redacted] 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".

EXECUTED AS A DEED by
Director for and on behalf of
HOLMBUSH PROPERTIES LIMITED
In the presence of:-

[redacted]

Signature: [redacted]
Name:
Address: GLENN OWEN RILEY
F. INST. L. EX.
13 South Street
Lancing West Sussex
BN15 8AH.

Occupation:

TITLE NUMBER

SX17794

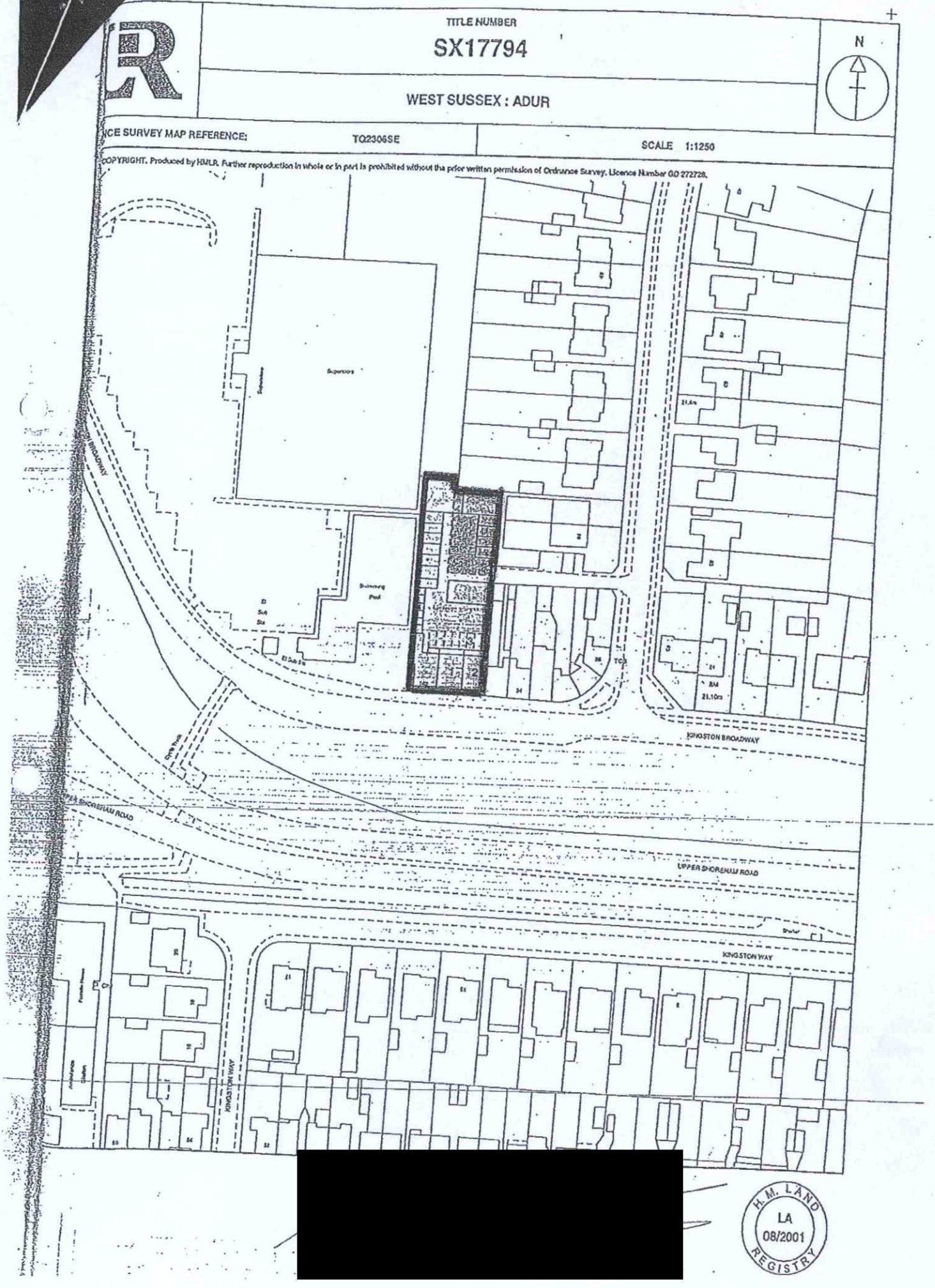
WEST SUSSEX : ADUR

NCE SURVEY MAP REFERENCE: TQ2306SE

SCALE 1:1250

COPYRIGHT. Produced by HMLR. Further reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number GD 272728.

N



[redacted]

H.M. LAND REGISTRY LA 08/2001