NELSON SOLICITORS

ADC/0371/06

Section 106 Unilateral Obligation

THIS UNILATERAL AGREEMENT is made the 20th day of April Two thousand and seven

BY **K SAS CONSULTING LIMITED** (Company Registration number 03942058) ("the Owner") of 12 Mill Hill Drive Shoreham-by-Sea West Sussex BN43 5TL and **MORTGAGE EXPRESS** of Endeavour House 1 Lyonsdown Road New Barnet HERTS EN5 1HU ("the Mortgagee") and **ADUR DISTRICT COUNCIL** (the Council) of Civic Centre Ham Road Shoreham-by-Sea West Sussex BN43 6PR ("the Council")

RECITALS

A The Owner is the absolute owner of the land known as 92 Freshbrook Road Lancing West Sussex (registered at HM Land Registry under Title Number WSX19188) 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/371.06.TP

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

DEFINITIONS

WE CERTIFY THIS IS A TRUE COPY OF THE ORIGINAL

DEIBEL AND ALLEN
KEASLEY HOUSE, 10 FRANKLIN ROAD, PORTSLADE BN41 1AJ

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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 demolition of an existing two storey side extension and garage and replacement with attached two storey building to provide two self contained one bedroomed flats with parking for one car at the front

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 includes its successors in title and assigns

1.7 "The Plan" means the plan annexed hereto

1.8 "The Land" means the All that land being the land known as 92 Freshbrook Road Lancing West Sussex 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/371.06.TP

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 telex or facsimile transmission. The address for service of any such notice consent or approval as aforesaid shall in the case of the parties by the address given in the above hereto or such address for service as shall have

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 Mortgage 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 £975 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)
ADUR DISTRICT COUNCIL)
In the presence of:-

Signature.....)

Name.....)

EXECUTED AS A DEED by)
K SAS CONSULTING LIMITED)
In the presence of:-

[redacted]

MARK COBB

Co. Director
10 Watling Road.
Southwick

Signatur[redacted]

Name K[redacted]

[redacted]

EXECUTED AS A DEED by)
MORTGAGE EXPRESS In the presence)
of:-

Signed and Delivered
As a deed by
An Attorney for and on behalf
Mortgage Express
In the presence of:

[redacted]

Signature.....)

Name.....)

POWER OF ATTORNEY FOR EXECUTION OF DOCUMENTS

BY THIS POWER OF ATTORNEY executed on the 14th day of July 2006 **MORTGAGE EXPRESS** (Company Registration No 2405490) ("the Company") whose registered office is situated at 1 Lyonsdown Road New Barnet Herts EN5 1HU appoints with effect from the 14th day of July 2006 the persons named below severally to be attorneys of the Company to execute and sign and deliver any document or documents and to take any action or actions that may be necessary or required for the purposes of registering, varying, postponing, preserving, enforcing, discharging or otherwise dealing in any manner and for any purpose with any mortgage, charge, assignment, lien, set-off or other security granted or to be granted in favour of the Company (or the title to or benefit of which has passed to the Company) and which secures the indebtedness or any other obligation or obligations of any person or persons to the Company.

(PERSONS AUTHORISED UNDER POWER OF ATTORNEY)

Nicholas Simon Beal	Tim Wilson Sturley
Richard Kenneth Blacka	Peter James Wignall
Dawn Karen Box	Claire Michelle Willoughby
David Colin Craggs	David Patrick Clifton (DLA)
Sarah Louise Creasey	Philip Michael Robinson (DLA)
Richard Francis Dinning	Anthony Patrick Ruane (DLA)
Elizabeth Mary Dolan	Catherine Margaret Wright (DLA)
Peter Etchells	Rachel Louise Charmbury (Drydens)
Sarah Anne Elizabeth Wilson	Alan Patrick Duckworth (Drydens)
Jason Kevin Foran	John Henry Godfrey Heller (Drydens)
Martin Gatenby	David Michael Oakes (Drydens)
Alexander James Gill	Darren Shaw (Halliwell Landau)
Helen Grimley	Jennifer Ross (Halliwell Landau)
Dawn Lorraine Hagyard	Matthew Duncan Wightman (Halliwell Landau)
Gail Hogarth	David Llewelyn Lewis (Hamlins)
Paul Martin Hopkinson	Nigel Carey Mason (Hamlins)
Charles Raymond Hugill	Keith Andrew Roffey (Hamlins)
Michael Andrew Johnson	Stephen Howard Gold (Golds)
Paul Gary Jordan	Ellis Simpson (Golds)
Rex William Kirk	Gary Clark (Golds)
Catherine Mary Lawless	John Clyde (Golds)
David Lawton	Mark Higgins (Golds)
Caroline Jane McNulty	Elaine Russell (Golds)
Nikola Joanne Muirhead	Myra Scott (Golds)
Kathleen Parke	Andrew Warren (Golds)
Nicholas Rex	Claire Gordon (Golds)
Claire Michelle Rowles	Jacqueline Meikle (Golds)
Simone Alexandra Robinson	Clive Whitfield-Jones (Jeffrey Green Russell)
Adrian Scott	Richard Bate (Wragge & Co)
Julian Burgess Sleath	John Joseph Dixon (Wragge & Co)
Mark Andrew Simmons	David Edwin Pettingale (Wragge & Co)
Douglas Linton Smith	Clark Antony Sargent (Wragge & Co)

The common seal of Mortgage Express was affixed to this deed the day and year first above written.

Given under THE COMMON SEAL OF MORTGAGE EXPRESS as a deed

..... [redacted]

..... [redacted]

Director [redacted]

Secretary [redacted]

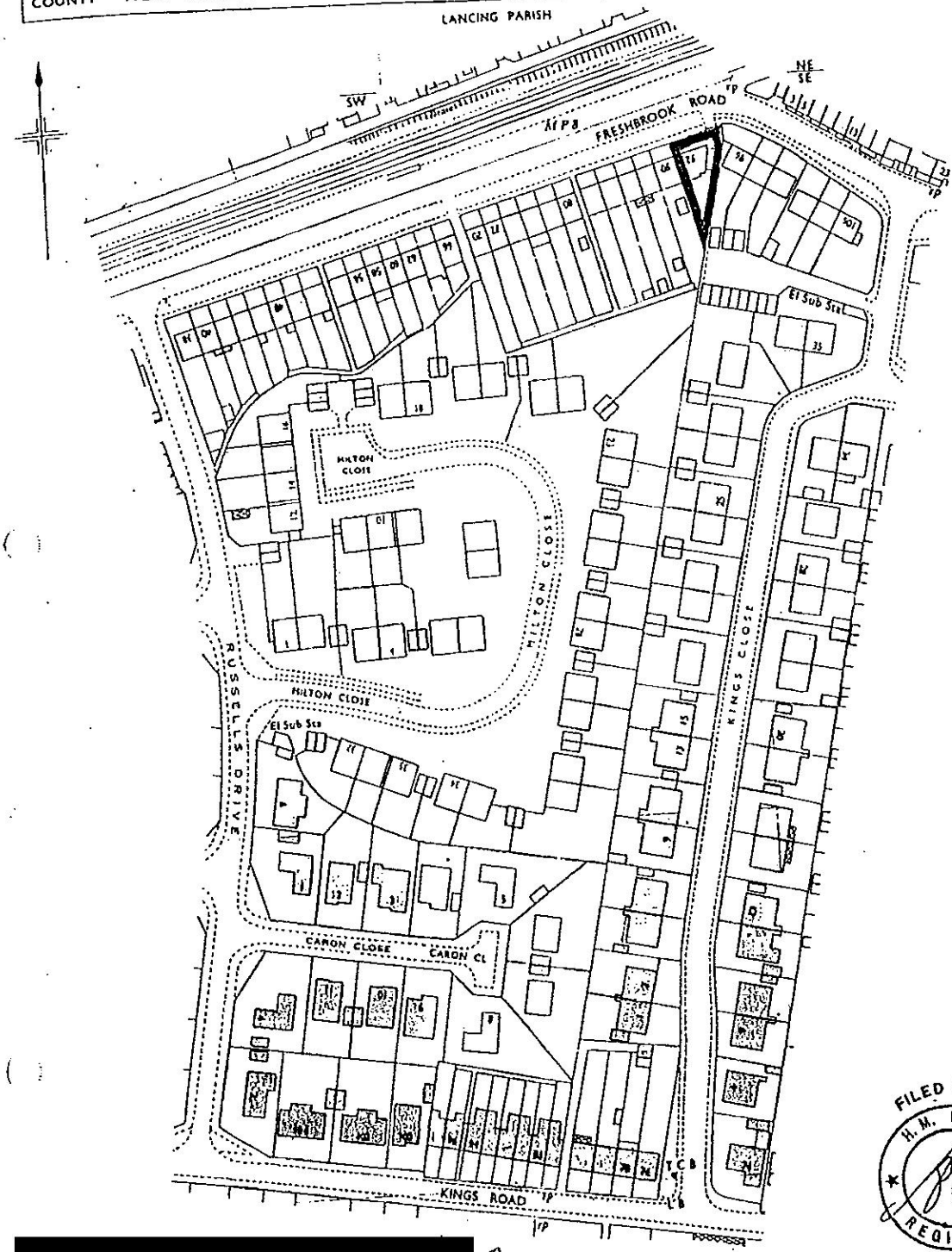
I hereby certify this to be a true copy of the original.

[redacted]olicitor
[redacted]ingley

M. LAND REGISTRY

WSX19188

ORDNANCE SURVEY PLAN REFERENCE	TQ 1804	SECTION M	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ADUR		© Crown copyright 1975



FILED PLAN
H.M. LAND REGISTRY

[redacted]

DIRECTOR

[redacted]

This title plan shows the general position of the boundaries; it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground.
For more information see Land Registry Public Guide 7 - *Title Plans*.
This official copy shows the state of the title plan on 22 November 2005 at 10:56:59. It may be subject to distortions in scale.
Under s.67 of the Land Registration Act 2002, this copy is admissable in evidence to the same extent as the original.
Issued on 22 November 2005.
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