Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the 27th day of November two thousand and nine

BY CAROL ANN HAWKINS (the owner) of 34 Loose Lane Sompting Lancing West Sussex BN15 OBH and BARCLAYS BANK PLC (any mortgagee of other person with an interest in the land)

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

RECITALS

A The Owner is the freehold owner of the land known as 34 Loose Lane Sompting aforesaid (registered at the HM Land Registry under Title Number WSX150190) 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/0203/09

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 detached three bedroom house on the north side (existing outbuilding demolished) 34 Loose Lane, Sompting, BN15 0BH

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 34 Loose Lane, Sompting, Lancing, West Sussex, BN15 0BH 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/0203/09

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 all 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 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 £880.00 to the Council as a contribution towards the 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

The Owners Signature: .....[redacted]

Name .....CAROL ANN HAWKINS

In the presence of:

Witness Signature: .....[redacted].....

[redacted]

Name of Witness: John Rotheram

Address of Witness: 20 Fairlawn Drive

Worthing

BN14 8AX

SIGNED for and on behalf of
BARCLAYS BANK PLC by John Kenneth Henderson
its duly appointed Attorney under
a Power of Attorney dated in the
presence of: 6/4/09

Victoria Rachel Martin

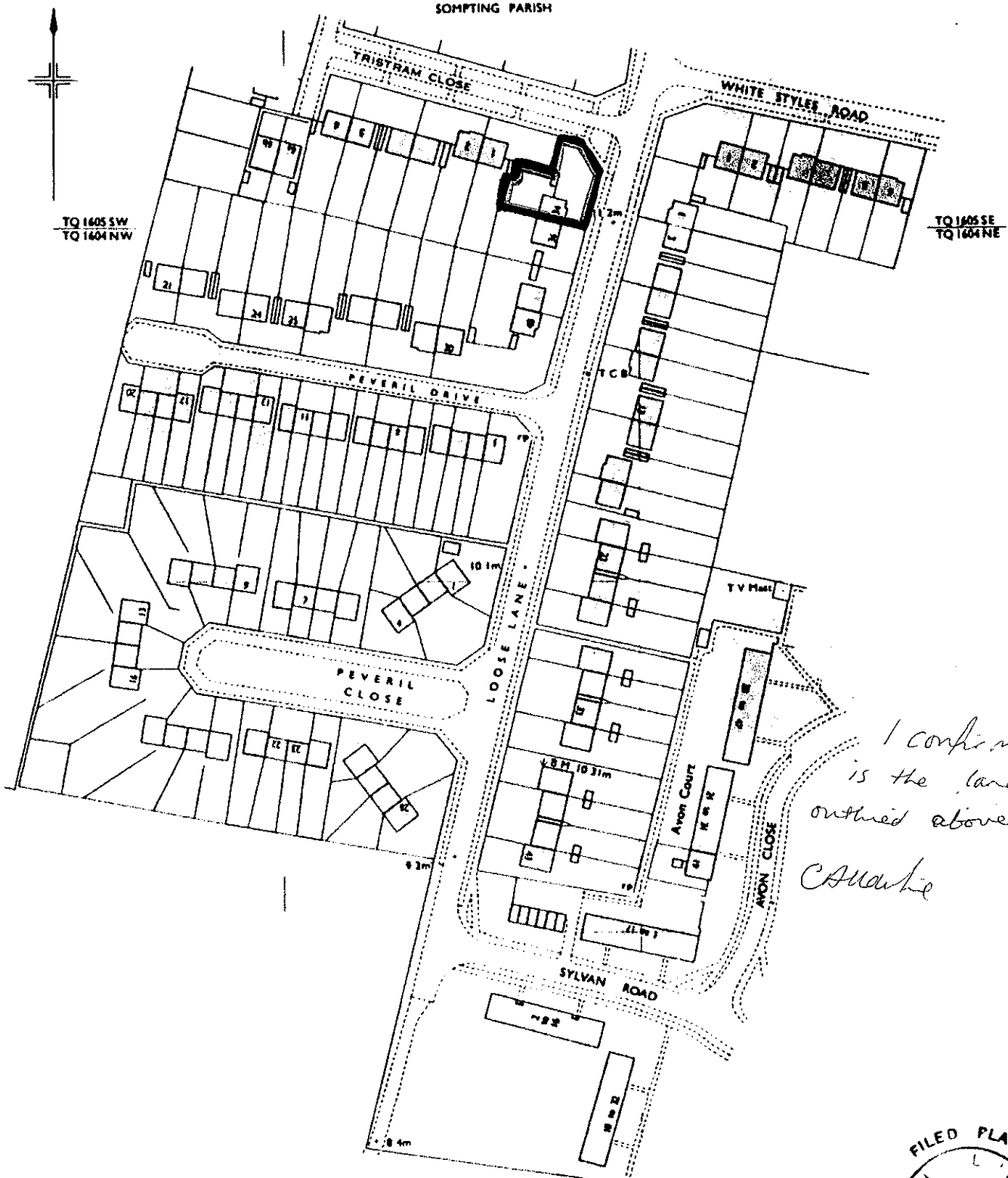
[redacted]

H.M. LAND REGISTRY

TITLE NUMBER	
WSX 150190	

ORDNANCE SURVEY PLAN REFERENCE	TQ 1604	SECTION E	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ADUR		© Crown copyright 1975

SOMPTING PARISH



I confirm this is the land as outlined above

C Allardice

FILED PLAN

Signed for and on behalf of BARCLAYS BANK PLC by [redacted]

John Kenneth Henderson
as duly appointed Attorney under a Power of Attorney
dated 6/4/09 in the presence of:

Witness Victoria Rachel Martin [redacted]

This official copy is incomplete without the preceding notes page

By this POWER OF ATTORNEY made by deed on 6 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:

Rosemary Bradley, Senior Customer Agent
Julie Ann Crisp, Team Leader
Gillian Cummins, Senior Customer Agent
Karen Julie Cundy, Team Leader
Christine Andrea Drysdale, Team Leader
Emma Jayne Goddard, Customer Agent
Clive Nicholas Griggs, Team Leader
Sharon Gail Hayes, Senior Customer Agent
John Kenneth Henderson, Senior Customer Agent
Donna Samantha Adamson, Senior Customer Agent
Helen Jane Love, Senior Collections Agent
Victoria Rachel Martin, Senior Customer Agent
Tracey Marie Battison, Senior Collections Agent
Sharon Elizabeth Peverell, Customer Agent
Janette Ann Simpson, Customer Agent
Jane Sutcliffe, Customer Agent
Michelle Jacqueline Swales, Customer Agent
David John Tattersfield, Senior Collections Agent
Claire Louise Simpson, Customer Agent
Christine Ward, Senior Customer Agent
Karen Wilson, Team Leader
Debra Bullen, Customer Agent
Laura Anne Marson, Customer Agent
Diane Gibson, Team Leader
Barbara Wilkinson, Senior Collections Agent
Stephen David Newell, Team Leader

Each of Barclays Bank PLC, PO Box HK444, Leeds, LS11 8DD as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Company

Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

This Power of Attorney replaces the Power of Attorney that was executed on 10 April 2008.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.

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
BARCLAYS BANK PLC

I certify this to be a true and complete copy of the original

[redacted]

For Barclays Bank PLC
Manager

Date 19/8/09