Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the 26th day of November two thousand and nine

BY NEVILLE LAURENCE THURLOW (the owner) of 2 Oxen Avenue Shoreham by Sea West Sussex BN43 5AF and HSBC Bank plc (Company Registration Number 14259) of Mortgage Service Centre PO Box 1546 Sheffield S1 2UJ

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 freehold owner of the land known as land adjacent to 2 Oxen Avenue Shoreham by Sea West Sussex BN43 5AF (registered at the HM Land Registry under Title Number WSX57655 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/0301/09

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 three bedroom dwellinghouse and garage (to north of No, 2)

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 2 Oxen Avenue Shoreham by Sea 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/0301/09.

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

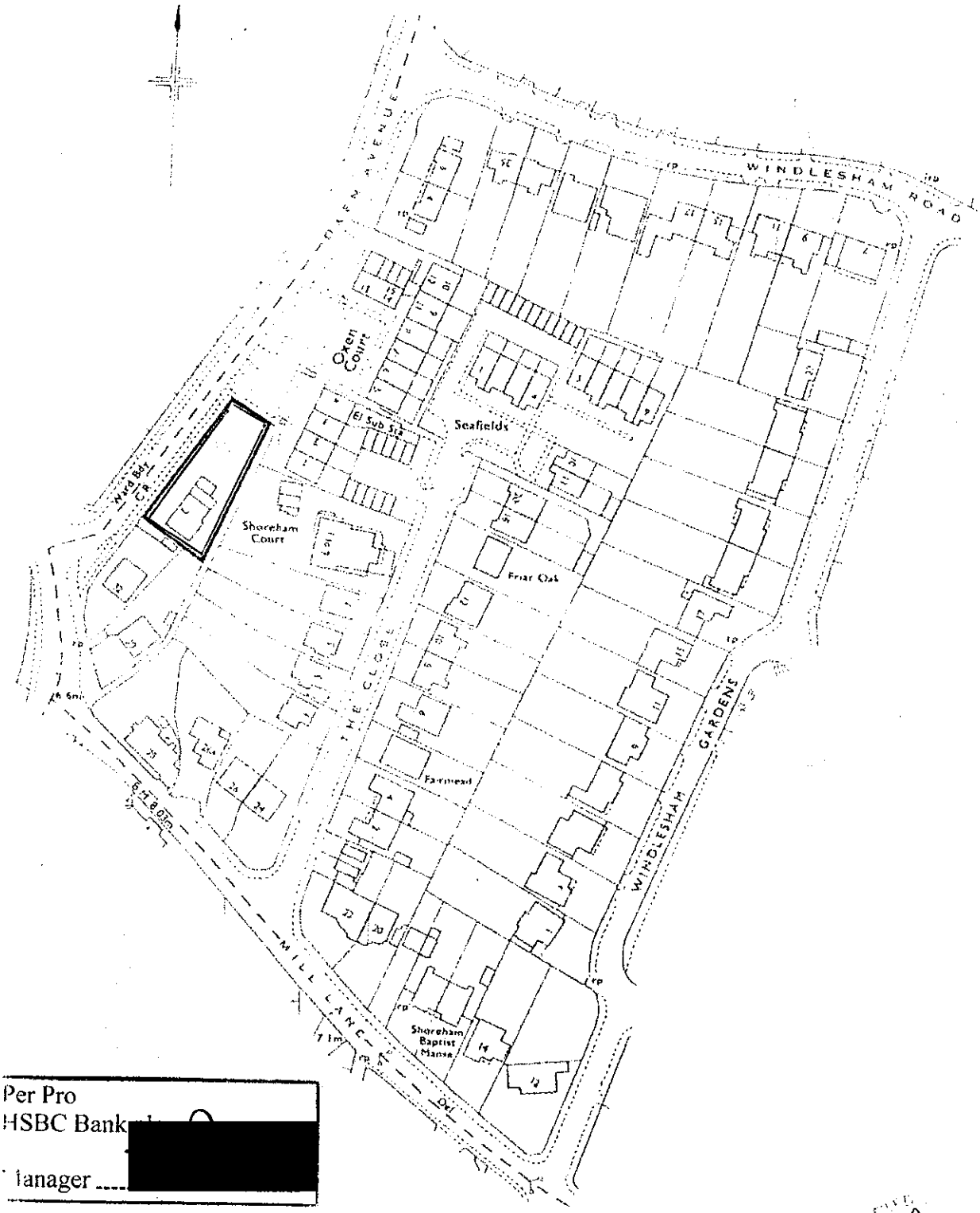
2.6 THIS Deed is a Local Land Charge and is registerable as such by the Council

H.M. LAND REGISTRY

TITLE NUMBER

WSX57655

ORDNANCE SURVEY PLAN REFERENCE	TQ2105	SECTION G	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT ADUR		© Crown copyright 1975



Per Pro
HSBC Bank
Manager [redacted]

[redacted]

[redacted]

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 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 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 £1,680.00 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

The Owner

Signature:[redacted]

Name: Neville Laurence Thurlow

in the presence of

Signature:[redacted]

Name of Witness: DEBRA JANE WORSTER

Address of Witness: 49 BEACH GREEN, SHOREHAM BY SEA, WEST SUSSEX BN43 5YE

EXECUTED AS A DEED by [redacted]

JUNE DIANE PLANT

As Attorney for HSBC Bank plc

In the presence of [redacted]

DAVID MATTHEW SANDERSON

HSBC Bank Plc
PO Box 1546, Sheffield S1 2UJ

BY THIS POWER OF ATTORNEY given the 4th day of February two thousand and nine HSBC Bank plc ('the Bank') incorporated in England with registered number 14259 and having its Registered Office at 8 Canada Square, London E14 5HQ appoints **JULIE DIANE PLANT** to be the attorney of the Bank in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise to execute any deed or sign any document:

1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;

2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;

3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;

4. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the Bank;

and generally for all or any of these purposes to act as the Bank's attorney and declares that each of the powers granted by this Power shall be read separately and in no way to be limited by reference to any other of such powers.

This Power of Attorney will expire twelve months from the date hereof unless previously revoked by the Bank.

IN WITNESS WHEREOF HSBC Bank plc has caused its common seal to be affixed to this deed the day and year first above written in the presence of:

.....[redacted].....
Authorised Signatory

.....[redacted]
Authorised Counter Signatory

027647

[redacted]
HSBC Bank plc