EJ Moyle

WE CERTIFY THIS TO BE A TRUE COPY
OF THE ORIGINAL

DEBEL & ALLEN
KEASLEY HOUSE, FRANKLIN ROAD
PORTSLADE, EAST SUSSEX, BN41 1WF

Section 106 Unilateral Obligation

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

BY WILLIAM NEWSOM and ROMANA DORA NEWSOM (the owner) of 100b Grand Avenue Lancing West Sussex BN15 9QD and SOUTHERN PACIFIC MORTGAGES LIMITED whose registered office is situate at St. John's Place Easton Street High Wycombe HP11 1NL (any mortgagee or other person with an interest in the land)

TO Adur District Council (hereinafter called "the Council") of Civic Centre Ham Road Shoreham by Sea West Sussex BN43 0PR

RECITALS

A The Owner is the freehold owner of the land known as 100b Grand Avenue Lancing in the County of West Sussex BN15 0QD (registered at the HM Land Registry under Title Number WSX271566) 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/0386/08~~ ADC/0202/09 Dzn for all parties

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 the proposed construction of a new dwelling attached to existing property and additional vehicular cross over

1.5 "Commencement of the Development" means implementation by the carrying out 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 100b Grand Avenue Lancing West Sussex BN15 9QD shown edged red on the Plan

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

MAIN OPERATIVES 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 intend 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 THE Planning Obligation is conditional upon and shall be of no effect until the Planning Permission has been g ranted. 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 the 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 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 £1,680 to the Council s 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 WILLIAM)
NEWSOM

Signature.....[redacted]

Name...WILLIAM.....NEWSOM.....
In the presence of:-

Signature [redacted]
Name of witness R.NEWNHAM (TECNICAL MANAGER)
Address of witness POYNINGS, FAIRVIEW ROAD, LANCING, W SUSSEX BN15 0PA

EXECUTED AS A DEED by ROMANA)
DORA NEWSOM

Signature.[redacted]

Name...MRS ROMANA NEWSOM.....
In the presence of:-

Signature [redacted]
Name of witness R.NEWNHAM (TECHNICAL MANAGER)
Address of witness POYNINGS, FAIRVIEW ROAD, LANCING, W. SUSSEX BN15 0PA

[redacted]

MRS ROMANA NEWSOM
& MRS R. NEWSOM.

[redacted]

Land Registry

Title number **WSX271566**
Ordnance Survey map reference **TQ1805SW**
Scale **1:1250**
Administrative area **West Sussex: Adur**

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This official copy issued on 19 August 2008 shows the state of this title plan on 19 August 2008 at 09:01:57. 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 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Portsmouth Office.

SIGNED as a Deed by SOUTHERN PACIFIC MORTGAGES LIMITED acting by its Attorney)
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)
)
)

[redacted]

in the presence of

[redacted] Hutchins