ADC/0558/07

Planning and Community
Head of Division
Peter Davies

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Hannah.Barker@adur.gov.uk
DX 59765, Shoreham-by-Sea

Civic Centre
Ham Road
Shoreham-by-Sea
West Sussex BN43 6PR

Contact:

Our ref:

Your ref:

Date:

ADUR
DISTRICT COUNCIL

Hannah Barker

ADC/0558/07

18th October 2007

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL
DEIBEL & ALLEN
KEASLEY HOUSE, 10 FRANKLIN ROAD
PORTSLADE, EAST SUSSEX, BN41 1AF

LGN Development
11 First Avenue
Lancing
West Sussex
BN15 0ET

Dear Mr Keade/Mr Critchley,

36

46 West Lane, Lancing: Demolish Existing Bungalow and Erect 2 no. 3 bedroom houses (semi detached) with vehicular Access onto West Lane (ADC/0558/07)

I refer to the above planning application which you have just submitted.

If permission were to be granted, a section 106 unilateral Obligation would be needed requiring payment towards 'sustainable' transport improvements under the adopted Revised West Sussex Parking Standards and Transport Contributions Methodology. Under this methodology, a formula is applied to

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calculate the payment based on the proposed development (less a deduction for any existing development being demolished). In this instance, subject to confirmation from WSCC, the required payment is £1, 138.

I enclose a standard draft 'template' for such a legal Obligation which should be passed to the applicant's solicitor for completion. I can e-mail this to the solicitor upon request. The Council's solicitor will need to check it, for which a charge of £200 (plus VAT) is made. When submitting the draft section 106 Obligation to the Council, our solicitor needs to see Office Copy Entries and the file plan from the Land Registry. The draft Obligation itself also needs to include a plan showing the site outlined in red. It should be left undated when sending it to our Legal section as it needs to be checked and engrossed before being dated. All owners of the site will need to sign the Obligation including any mortgagee (if the property is subject to a mortgage).

In order for the Council to comply with the statutory time period for issuing the decision on the planning application (*and to avoid the application being refused*), the engrossed section 106 Obligation must be completed and executed as a Deed by **no later than 2nd November 2007**. This is, of course, without prejudice to the Council's decision on the application as there may be other matters that may constitute grounds of refusal once the application has been assessed and consultations carried out.

Yours sincerely,

Hannah Barker
Planning Officer

Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the 30th day of October two thousand and seven

BY H.G.N. DEVELOPMENTS LTD (the owner) of 36, WEST LANE, LANCING, WEST SUSSEX BN15 9RS and (any mortgagee or other person with an interest in the land) GUILDSDALE BANK

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 L.C.N DEVELOPMENTS LTD owner of the land known as 36, WEST LANE, LANCING WEST SUSSEX BN15 9RS (registered at the HM Land Registry under Title Number WSX105654) 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/055810

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 DEMOLISH EXISTING BUNGALOW AND ERECT 2NO 3 BEDROOM HOUSES (SEMI-DETACHED) WITH VEHICLE ACCESS

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 36, WEST LANE, LANCING, WEST SUSSEX BN15 9RS 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/0558107

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

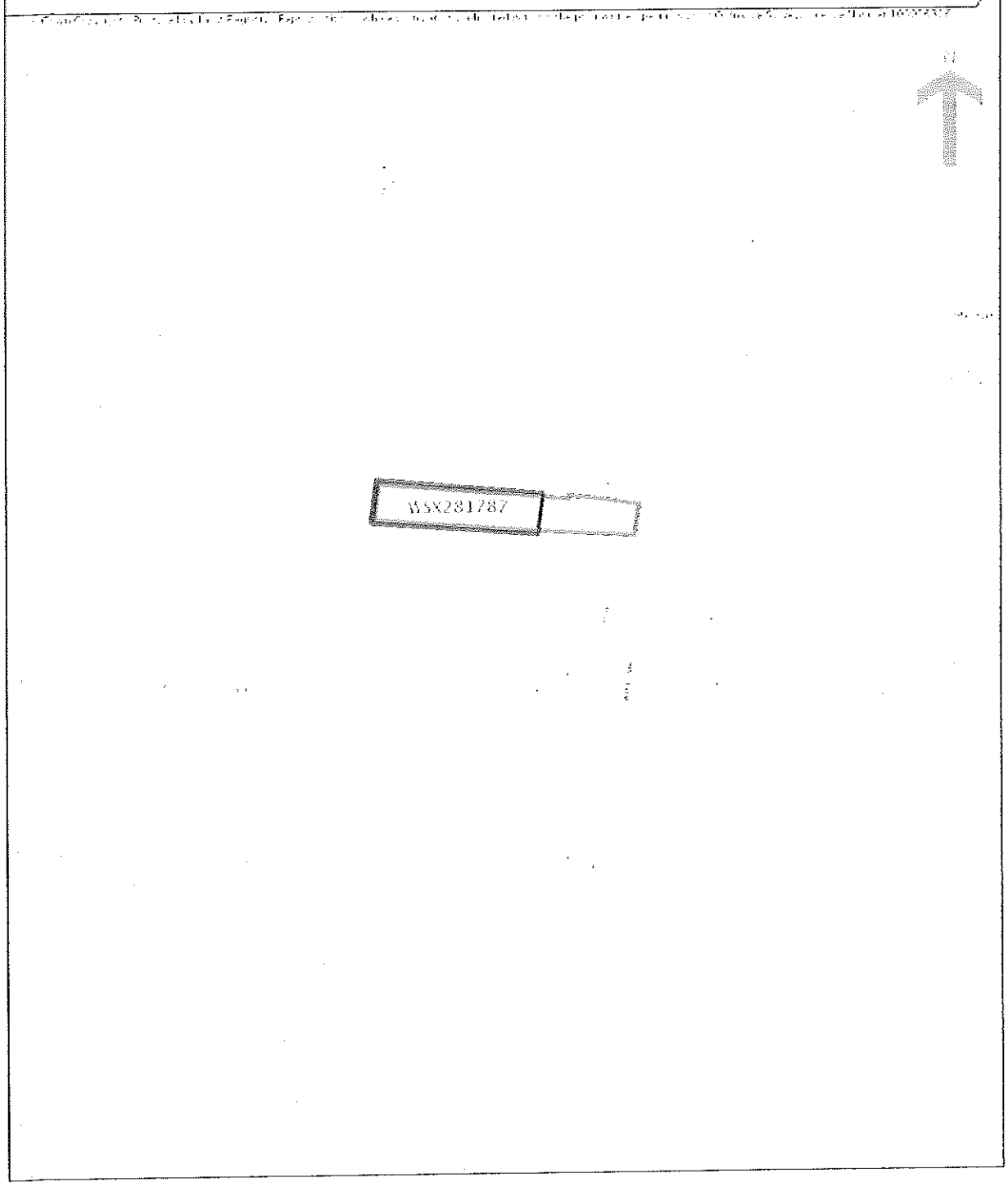
2.6 THIS Deed is a Local Land Charge and is registerable as such by the Council

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

Land Registry
Current title plan

Title number WSX105654
Ordnance Survey map reference TQ1805SW
Scale 1:1250
Administrative area WEST SUSSEX: ADUR



This is a copy of the title plan on 25 OCT 2007 at 16:01:35. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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 £1,138.00 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:.....

Name:.....RICHARD EADE.

DAVID EADE

in the presence of

Signature:.....

Name of Witness:

Addressof Witness:

Ashley Grant B.A. (Hons)
Solicitor and Notary public

Bennett Griffin
Shelly House, 23 Warwick Street
Worthing, West Sussex BN11 3DG

B. Oates

PARTNER, BUSINESS BANKING
CLYDESDALE BANK

Clydesdale Bank PLC
Crawley IFS
26 OCT 2007
Validated by B Oates