Adur & Worthing councils

Legal and Democratic Services

Internal Memo

From:	Satinder Tamber	Our Ref: 004298-st/097408
To:	Peter Barnett	Your ref:
	Adur District Council	
Cc:		
Date:	**21 June, 2010**	
Re:	**S106 - Unilateral Undertaking 13 Slonk Hill Road, Shoreham-by-Sea, West Sussex**	

Dear Peter,

Further to your email of 16 June 2010, please find enclosed herewith a copy of the completed unilateral undertaking for the above mentioned matter.

Should you have any queries please do not hesitate to contact me.

[redacted]

Satinder Tamber
Solicitor
Town Hall, Chapel Road
Tel: 01903 221029
Fax: 01903 221161
e-mail: satinder.tamber@worthing.gov.uk

Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the 23rd day of November two thousand and nine

BY MR IAN JAMES BRIDLE & MRS MARY BRIDLE (the owner)
of 13 SLONK HILL ROAD SHOREHAM and ~~(any mortgagee or other person with an interest in the land)~~ SUSSEX BN43 6HX

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 TO THE SOUTH OF 13 SLONK HILL ROAD SHOREHAM BY SEA. SUSSEX BN43 6HX (registered at the HM Land Registry under Title Number WSX328494) 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/0364/09

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 CONSTRUCTION OF A DETACHED TWO BEDROOM BUNGALOW (WITH REAR DORM AND WITH ACCESS AND PARKING FOR TWO CAR

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 LAND TO THE EAST OF 13 SLONK HILL ROAD SHOREHAM, SUSSEX BN43 6HX 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/.0364/09

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 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 £.1,800..... 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 [redacted] M. Bridle.

Signature:.....

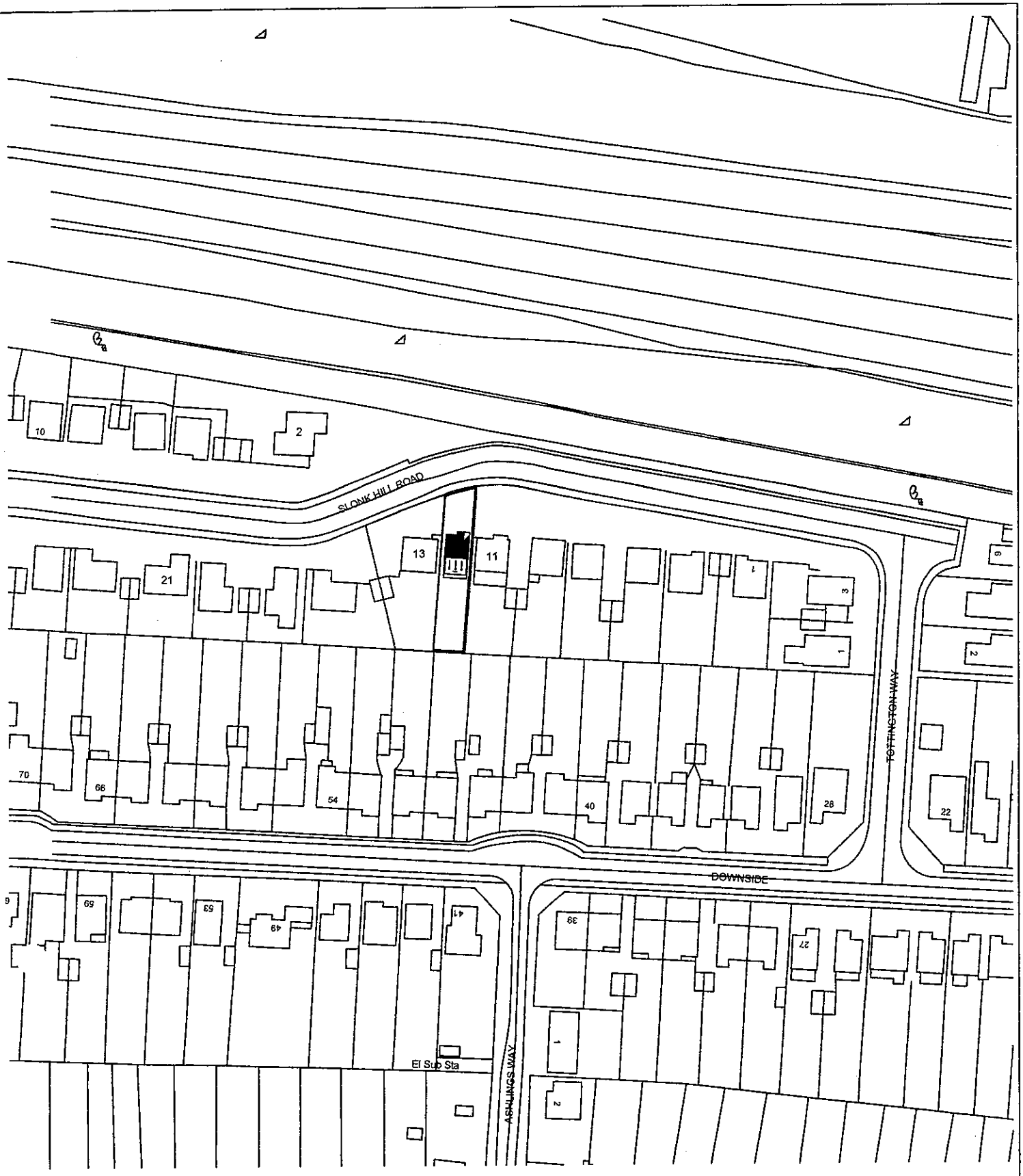
Name:.....IAN BRIDLE..... MARY BRIDLE.

in the presence of

Signature:.....[redacted]..... Sig [redacted]

Name of Witness: Roger Rowlands Name NEAL SCOTT

Addressof Witness: 54 Hawkins Rd. Address 179 MANOR HALL ROAD
Shoreham · Sussex SOUTHWICK
W. SUSSEX
BN42 4NQ



13 Slonk Hill
Shoreham By Sea
West Sussex

Proposed 2 Bedroom Property

Location Plan

1:1250	September 2009	2009.29.002	-

DOWNSVIEW

3 Hillside Road
Storrington
West Sussex
RH20 3LZ

Tel:
07525 844965

Email:
matt@downsview-surveyors.co.uk

RICS

Land Registry

Official copy of register of title

Title number WSX328494 | Edition date 18.06.2009

- This official copy shows the entries in the register of title on 19 June 2009 at 14:32:36.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 19 June 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1 - A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Portsmouth Office.

A: Property register

This register describes the land and estate comprised in the title.

WEST SUSSEX : ADUR

1 (18.06.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 13 Slonk Hill Road, Shoreham-By-Sea (BN43 6HX).

2 (18.06.2009) The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 21 May 1971 referred to in the Charges Register.

B: Proprietorship register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (18.06.2009) PROPRIETOR: IAN JAMES BRIDLE and MARY ELIZABETH BRIDLE of 13 Slonk Hill Road, Shoreham-By-Sea, West Sussex BN43 6HX.

2 (18.06.2009) The price stated to have been paid on 5 June 2009 was £223,450.

3 (18.06.2009) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges register

This register contains any charges and other matters that affect the land.

1 (18.06.2009) A Deed dated 1 March 1971 made between (1) Hesketh Estates Limited and (2) South Eastern Gas Board contains restrictive covenants and grants rights.

NOTE: Copy filed.

2 (18.06.2009) A Conveyance of the land in this title dated 21 May 1971 made between (1) Hesketh Estates Limited and (2) John Gettings and Rose Nora Gettings contains restrictive covenants.

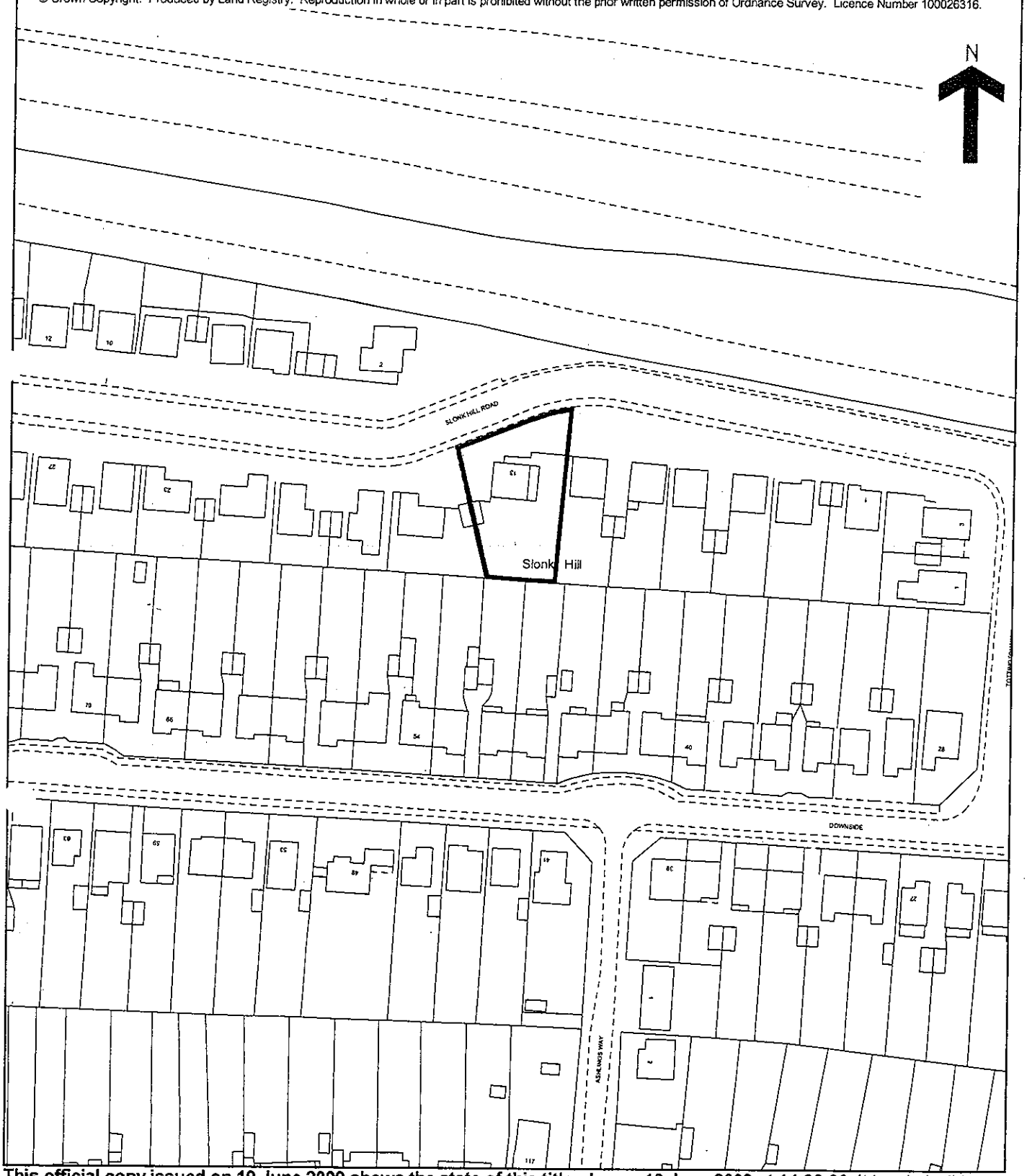
NOTE: Copy filed.

End of register

Land Registry Official copy of title plan

Title number **WSX328494**
Ordnance Survey map reference **TQ2206SE**
Scale **1:1250** enlarged from 1:2500
Administrative area **West Sussex: Adur**

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This official copy issued on 19 June 2009 shows the state of this title plan on 19 June 2009 at 14:32:36. 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.