Adur & Worthing councils

Legal and Democratic Services

Internal Memo

From:	Satinder Tamber	Our Ref: 005454-st/gc
To:	Hannah Barker, Planning Officer, Development Control, Adur Civic Centre	Your ref:
Cc:	Sarah Woodflowers, Senior Land Charges Officer Town Hall	
Date:	**22 November 2010**	
Re:	**Section 106: Unilateral Undertaking – 89 Old Fort Road, Shoreham by Sea**	

Please find enclosed herewith a copy of the completed Unilateral Undertaking relating to the above mentioned site.

I would be grateful if you could issue planning permission on this matter.

Sarah, please register this Unilateral Undertaking as a Land Charge against the property.

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

[redacted]

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

Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the 21 day of October Two Thousand and Ten

BY BRUCE DOUGLAS WILLIAMS (the owner) of 4 East Meadway Shoreham-by-Sea West Sussex BN43 5RF

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

RECITALS:

A The Owner is the freehold owner of the land known as 89 Old Fort Road and land on the east side of 87 Old Fort Road Shoreham-by-Sea West Sussex (registered at H M Land Registry under Title Numbers WSX72429 and WSX295586) 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/313/10

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 demolition of existing bungalow and erection of two three bedroom houses

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 89 Old Fort Road and land on the east side of 87 Old Fort Road aforesaid 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/313/10

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 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

2.4 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

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

2.6 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

2.7 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

2.8 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

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 £990.00 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.....[redacted].....

in the presence of:

Signature...[redacted]

Name of Witness: [redacted]

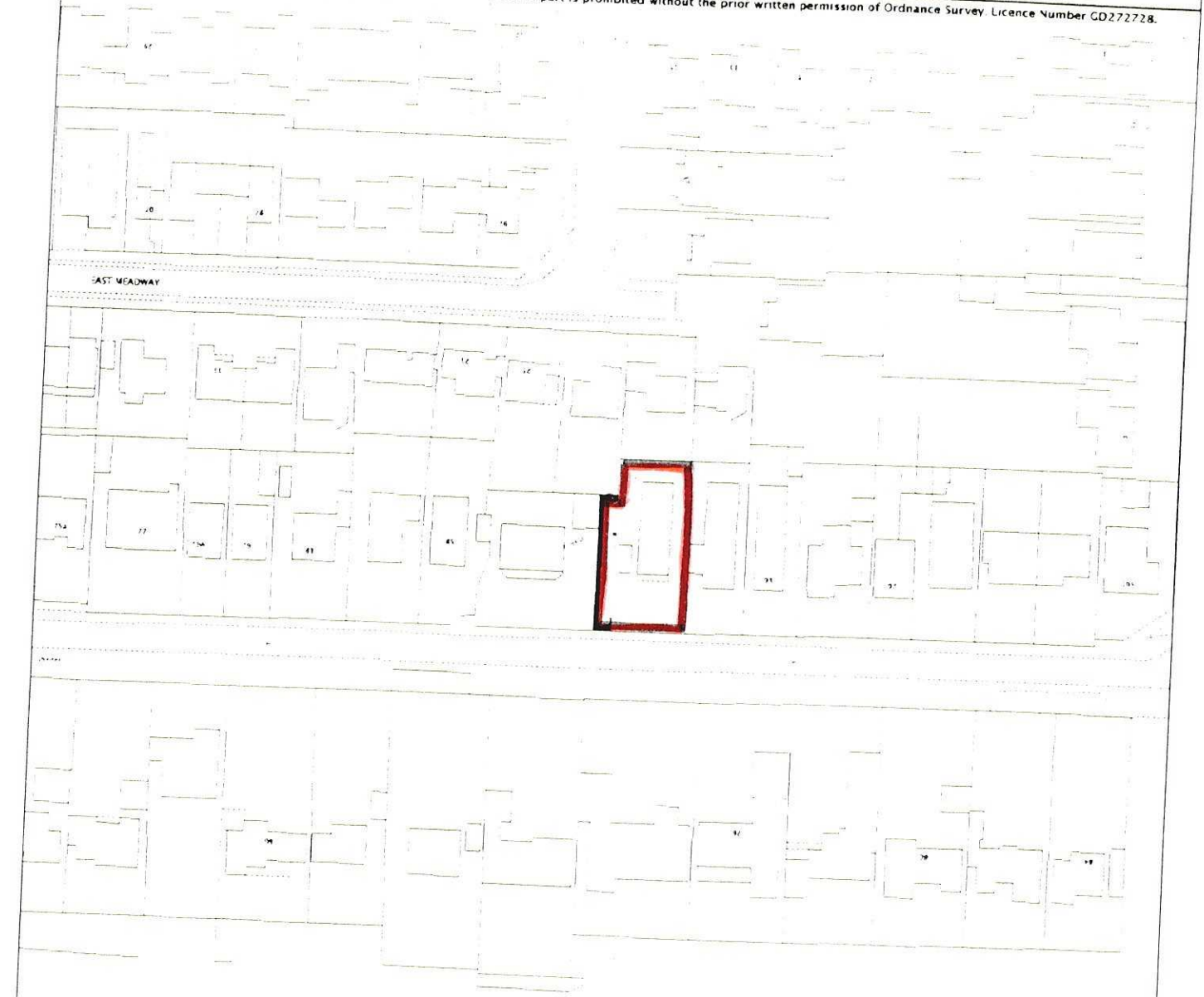
Address of Witness: [redacted]
WEST STREET
SOMPTING
SUSSEX

WEST SUSSEX : ADUR

ORDNANCE SURVEY MAP REFERENCE: TQ2204NW

SCALE: 1:1250

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B. D. Williams.