DATED 12 JUNE 2013

CARRINGWOOD LIMITED
-and-

NATIONAL WESTMINSTER BANK PLC

# SECTION 106 UNILATERAL PLANNING OBLIGATION

Land at 136 Upper Shoreham Road,
Shoreham-by-Sea, West Sussex, BN43 6TD

Dean Wilson LLP
96 Church Street
Brighton
East Sussex
BN1 1UJ

## SECTION 106 UNILATERAL PLANNING OBLIGATION

**THIS UNILATERAL PLANNING OBLIGATION** is made the 12 day of June two thousand and thirteen and given by

(1) CARRINGWOOD LIMITED (company number 02736134) whose registered office is c/o Lewis & Co at 20 Springfield Road Crawley West Sussex RH11 8AD ("the Owner")

(2) NATIONAL WESTMINSTER BANK PLC (company number 929027) whose registered office is at 135 Bishopsgate London EC2M 3UR("the Mortgagee") and whose address for service is Credit Documentation, PO Box 339, Manchester M60 2AH.

to Adur District Council ("the Council") of Civic Centre Ham Road Shoreham-by-Sea West Sussex BN43 6PR

### RECITALS

A The Owner is the registered proprietor under title number WSX227643 of the land at 136 Upper Shoreham Road Shoreham by Sea West Sussex BN43 6TD shown for identification purposes only edged red on the Plan attached ("the Land")

B The Land is charged to the Mortgagee

C The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the Land is situated.

D The Owner has by the Application applied to the Council for planning permission to develop the Land by the Development

E The Owner is willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation to facilitate the grant of planning permission by securing the contribution contained in this undertaking towards measures which avoid or mitigate against any adverse effect of the Development on the transport network and to ensure the Development is accessible by sustainable transport in accordance with the revised West Sussex County Council supplementary planning guidance titled 'Parking Standards & Transport Contributions Methodology' (adopted November 2003, revised September 2010) or any subsequent revisions amendments or replacements thereto

### 1. DEFINITIONS & INTERPRETATION

In this Unilateral Planning Obligation:

1.1 "the Act" means the Town and Country Planning Act 1990 as amended

1.2 "the Application" means the planning application numbered AWDM/1483/12 made by the Owner for full planning permission to develop the Land and shall

include any amendment or renewal thereof or any reserved matters application thereunder

1.3 "Commencement of the Development" means the carrying out as part of the Development of the first material operation (within the meaning ascribed in Section 56 of the Act)

1.4 "the Development" means the development of the Land by the demolition of existing canopy, office and outbuildings and construction of 16 dwellings (7 no. two bed houses and 9 no. three bed houses) and associated works as proposed in the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission

1.5 "Retail Price Index" means the United Kingdom fiscal annualised retail prices index as published by the Office for National Statistics (or by any government department or other body upon which duties to prepare such an index devolve) provided that in the event of the Council considering the method used to compile such index has changed substantially or such index being abolished to apply such alternative as shall be set by the Council

1.6 "the Total Access Demand Methodology" means the methodology set out in the revised West Sussex County Council supplementary planning guidance titled 'Parking Standards & Transport Contributions Methodology' (adopted November 2003, revised September 2010) or any subsequent revisions amendments or replacements thereto used to calculate the Transport Contribution

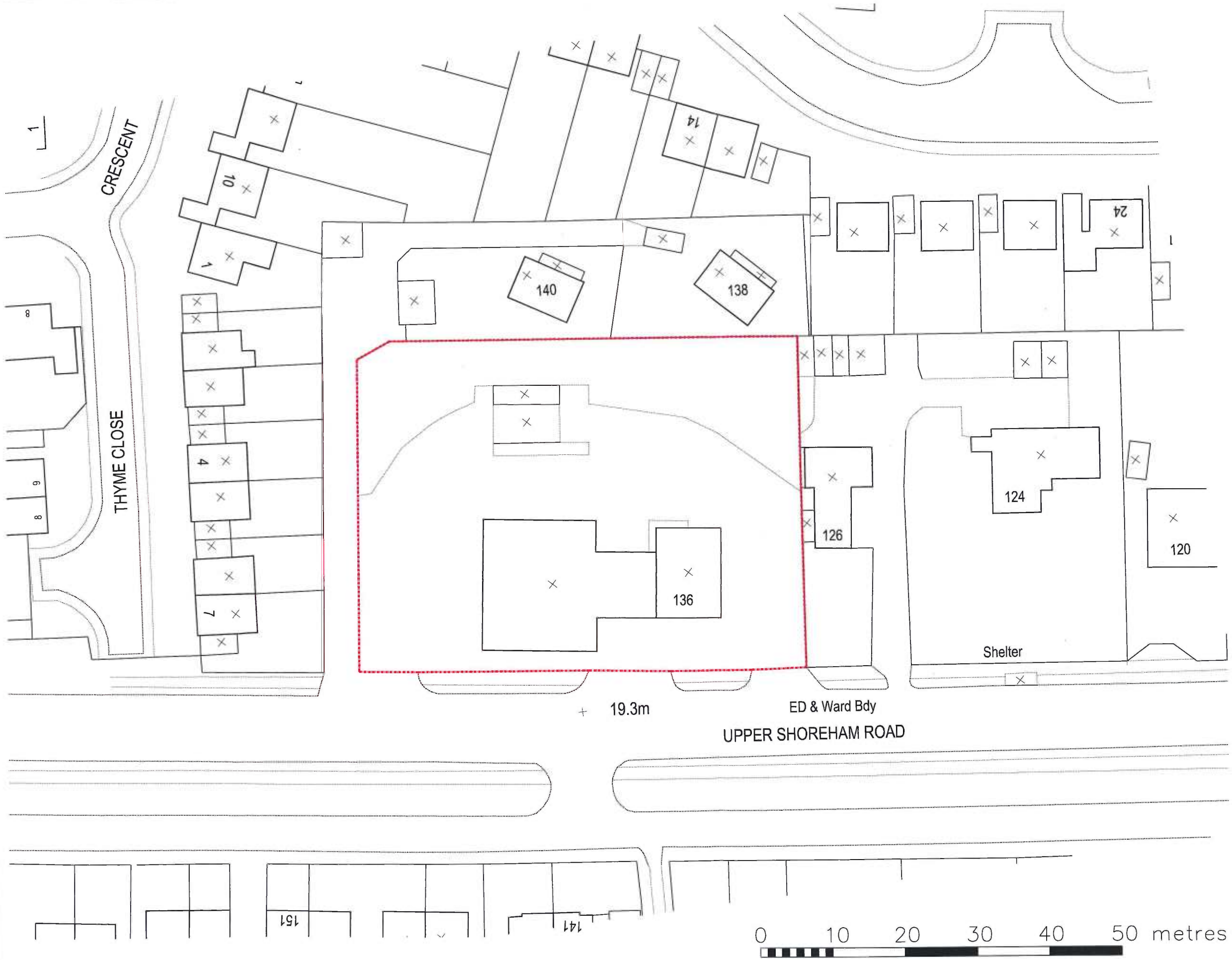
1.7 "Transport Contribution" means the sum of £101,738 towards measures which avoid or mitigate against any adverse effect of the Development on the transport network and to ensure the Development is accessible by sustainable transport in accordance with the revised West Sussex County Council supplementary planning guidance titled 'Parking Standards & Transport Contributions Methodology' (adopted November 2003, revised September 2010) or any subsequent revisions amendments or replacements thereto increased by the percentage (if any) that the Retail Price Index shall have increased between the date of its last publication prior to the date of this Unilateral Planning Obligation and the date of its last publication prior to the date of payment

1.8 "Unilateral Planning Obligation" means the planning obligation set out in the clause 4 of this Deed

1.9 Words importing the masculine include the feminine and vice versa

1.10 Words importing the singular include the plural and vice versa

1.11 Words importing persons include companies and corporations and vice versa




## Notes

DESIGN PURPOSES ONLY

Any structural alterations and details must be subject to confirmation by the Structural Engineer and appointed Contractor. Any additional survey work to determine or confirm the existing structure must be assessed before placing any orders or commencement of building works.

**Do not scale**

Except for Planning purposes.

The contractor is required to check all dimensions on site before work commences.

All goods, materials and workmanship to comply with current Building Regulations BSS and COP's and such other requirements as the local/statutory authorities' enforcement officer may consider necessary.

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|---|---|
| Revision | Initial |
| Project | Woods of Sussex<br>136 Upper Shoreham Road<br>Shoreham-by-Sea |
| Drawing | Site Plan |
| Client | Carringwood Ltd |
| Scale | 1:500 @ A3 |
| Date | May 2013 |
| Drawn By | GW |
| Checked By | |

| | | | |
|---|---|---|---|
| Preliminary | ☐ | Tender | ☐ |
| Planning | ☒ | Construction | ☐ |
| Building Regulations | ☐ | As Built | ☐ |

Drawing No. Revision

042-11-Site

crowther overton-hart

Tel: 01903 816290 Fax: 01903 814163
E-mail: reception@cohsurveyors.co.uk

RICS

1.12 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually

1.13 Any reference to a clause or plan is to one in or attached to this Unilateral Planning Obligation

1.14 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument direction specification made or issued under the statute or deriving validity from it

1.15 References to any party to this Unilateral Planning Obligation shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective functions as local planning authority

## 2. ENABLING PROVISIONS

2.1 This Unilateral Planning Obligation is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and all other enabling powers

## 3 COMMENCEMENT AND DETERMINATION

3.1 This Unilateral Planning Obligation shall come into effect on the date of this Unilateral Planning Obligation

3.2 If the planning permission granted pursuant to the Application shall expire before the Commencement of the Development or shall at any time be revoked then this Unilateral Planning Obligation shall be determined and shall have no further effect

## 4. OWNER'S COVENANT WITH THE COUNCIL

4.1 The Owner hereby covenants with the Council that prior to first occupation of any dwelling constructed for the purpose permitted by the planning permission issued pursuant to the Application the Owner shall pay the Transport Contribution to the Council together with an administration fee of £50 (fifty) pounds or 2% of the Transport Contribution whichever sum is the greater

## 5. MORTGAGEE'S CONSENT

5.1 The Mortgagee consents to the Owner entering into this Unilateral Planning Obligation and acknowledges that this Unilateral Planning Obligation binds the Land

## 6. GENERAL

The Owner acknowledges and declares that:

6.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of Section 106 of the Act

6.2 this Unilateral Planning Obligation constitutes a deed

6.3 this Unilateral Planning Obligation is enforceable by the Council

6.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999

6.5 this deed is a Local Land Charge and is registerable as such by the Council

6.6 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

6.7 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Unilateral Planning Obligation after that person has parted with its interest in the Land but without prejudice to liability for any breach subsisting prior to parting with such interest

6.8 the Owner agrees to pay the Council's reasonable legal costs in checking that the contents of this Unilateral Planning Obligation are correct and the Owners title valid

6.9 that the Owner and the Mortgagee together have the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation

6.10 that should the Civic Centre Ham Road Shoreham-by-Sea West Sussex BN43 6PR no longer be occupied by the Council at the date of service of any notices or correspondence by the Owner or Mortgagee upon the Council then the Council's address for service shall be: The Town Hall, Chapel Road, Worthing BN11 1HA

IN WITNESS of which the Owner and the Mortgagee have executed this Deed on the above date

Executed by the said
CARRINGWOOD LIMITED
in the presence of

Signature:.....

Signature:.....
Name of Witness: DAVID BARLING
Address of Witness: Dean Wilson LLP SOLICITOR
Solicitors
96 Church Street
Brighton BN1 1UJ

NATIONAL WESTMINSTER BANK PLC

.....
Authorised Signatory

Signed and Delivered as a deed )
For and on behalf of )
National Westminster Bank Plc )
By a duly authorised Attorney )

In the presence of GORDON CRITTEN

Witness' Signature Bank employee

MARYN CLEEMAN

DOCUMENTOR
CREDIT DOCUMENTATION

REF 2144857/NOB