Adur & Worthing councils

Legal and Democratic Services

ADUR DISTRICT COUNCIL
RECEIVED
9 MAR 2010

Internal Memo

From: Satinder Tamber

Our Ref: 004447-st/ph/86255

Your ref: ADC/0417/09

To: Ms H Barker

Planning, Regeneration & Wellbeing: Adur

Cc: Sarah Woodflowers, Senior Land Charges Officer

Date: **2 March, 2010**

Re: **S106 - Unilateral Undertaking: 116 High Street, Shoreham-by-Sea**

Please find enclosed herewith a copy of the executed document for the above mentioned matter. I confirm the legal agreement is now complete and would be grateful if you could issue planning permission on this matter.

Sarah, please note the Unilateral Undertaking in the Land Charges Register.

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

Enc.

Section 106 Unilateral Obligation KG

THIS UNILATERAL PLANNING OBLIGATION is made the ~~14th~~ 1st day of ~~December~~ March two thousand and ~~seven~~ ten

BY KEVIN JOSEPH GILROY (the owner) of and ~~(any mortgagee or other person with an interest in the land)~~ 30 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 West Sussex BN43 6PR

RECITALS

A The Owner is the FREEHOLD owner of the land known as 116 HIGH STREET SHOREHAM BY SEA (registered at the HM Land Registry under Title Number WSX 38630 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/ 41709

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 ~~DEVELOPMENT FOR 2 FLATS AND OFFICE/SHOP~~ CONVERSION FROM SHOP AND OFFICES (GROUND FLOOR FRONT) 1 BEDROOM GARDEN FLAT (GROUND FLOOR REAR WITH SINGLE STOREY REAR EXTENSION) AND 2 BEDROOM MAISONETTE ABOVE WITH CYCLE PARKING AND BIN STORAGE AT REAR

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 116 HIGH STREET SHOREHAM-BY-SEA 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/41709

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 £.1,000.00 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 [redacted]

Signature:.....

Name:..KEVIN JOSEPH GILROY

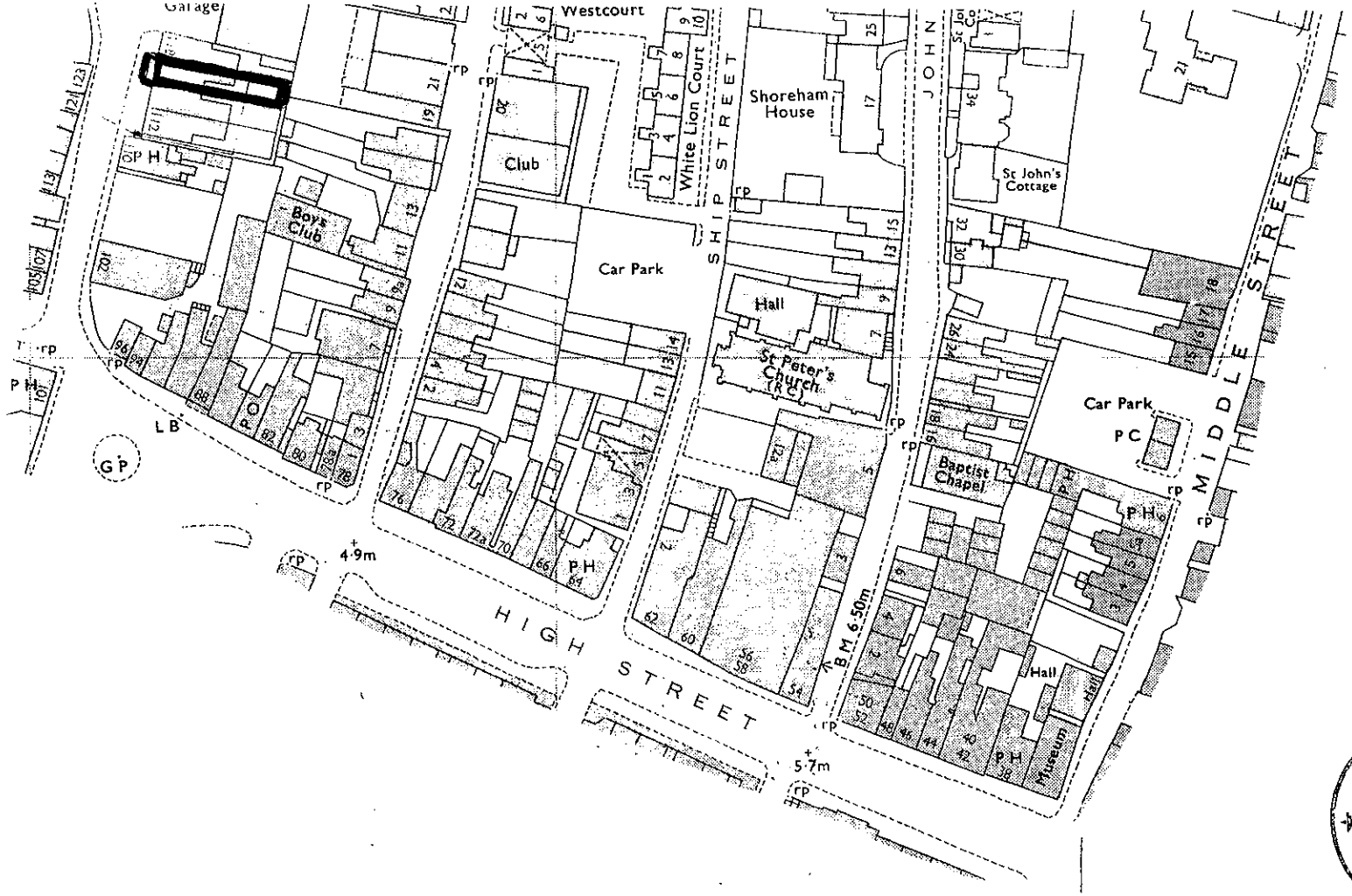
in the presence [redacted]

Signature:.....

Name of Witness: JAMES MEAD

Addressof Witness:

James Mead Solicitor
61 Hanover Terrace, Brighton
East Sussex BN2 9SP
Telephone: 01273 677420
Law Society Reference: 114941



H M LAND REGISTRY

This **OFFICE COPY** shows the state of the title plan on 20 JUL 1998 and is admissible in evidence to the same extent as the original. This office copy of the title plan may be subject to minor distortions in scale.
Issued on 21 JUL 1998 by the **Portsmouth** District Land Registry.
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