ADC/0489/08.

Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the 5th day of December Two Thousand and Eight.

BY ANGELA HEATHER CATHERINE RIDGE of Byways The Street Piddinghoe Newhaven East Sussex BN9 9AY and **BEVERLEY ANN OGDEN** of 11-13 High Street Lewes East Sussex BN7 2LN and **MARK CLEMENTS** of Crosshill House Auchterarder Scotland PH3 1LN

TO ADUR DISTRICT COUNCIL (hereinafter called "the Council") of Civic Centre Ham Road Shoreham-by-Sea West Sussex BN43 6PR

RECITALS

A The Owner Angela Heather Catherine Ridge is one of the beneficial owners, Beverley Ann Ogden and Mark Clements are the Executors in the estate of the other beneficial owner namely Jane Marjorie Hamilton Cragg of the land known as Ardmore Nursery School Wembley Gardens Wembley Avenue Lancing West Sussex BN15 9LA (registered at the HM Land Registry under Title Number WSX74410) 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/0489/08/INVAL

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:

WE CERTIFY THIS TO BE A TRUE COPY OF THE ORIGINAL

[redacted]

DEIBEL & ALLEN
KEASLEY HOUSE 10 FRANKLIN ROAD
PORTSLADE. EAST SUSSEX. BN41

123

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 redundant Nursery School and erection of nine terraced houses in two blocks (five one bedroom and four two bedroom) with two parking areas (eleven car parking spaces)

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 Ardmore Nursery School Wembley Gardens Wembley Avenue Lancing West Sussex BN15 9LA 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/0489/08

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

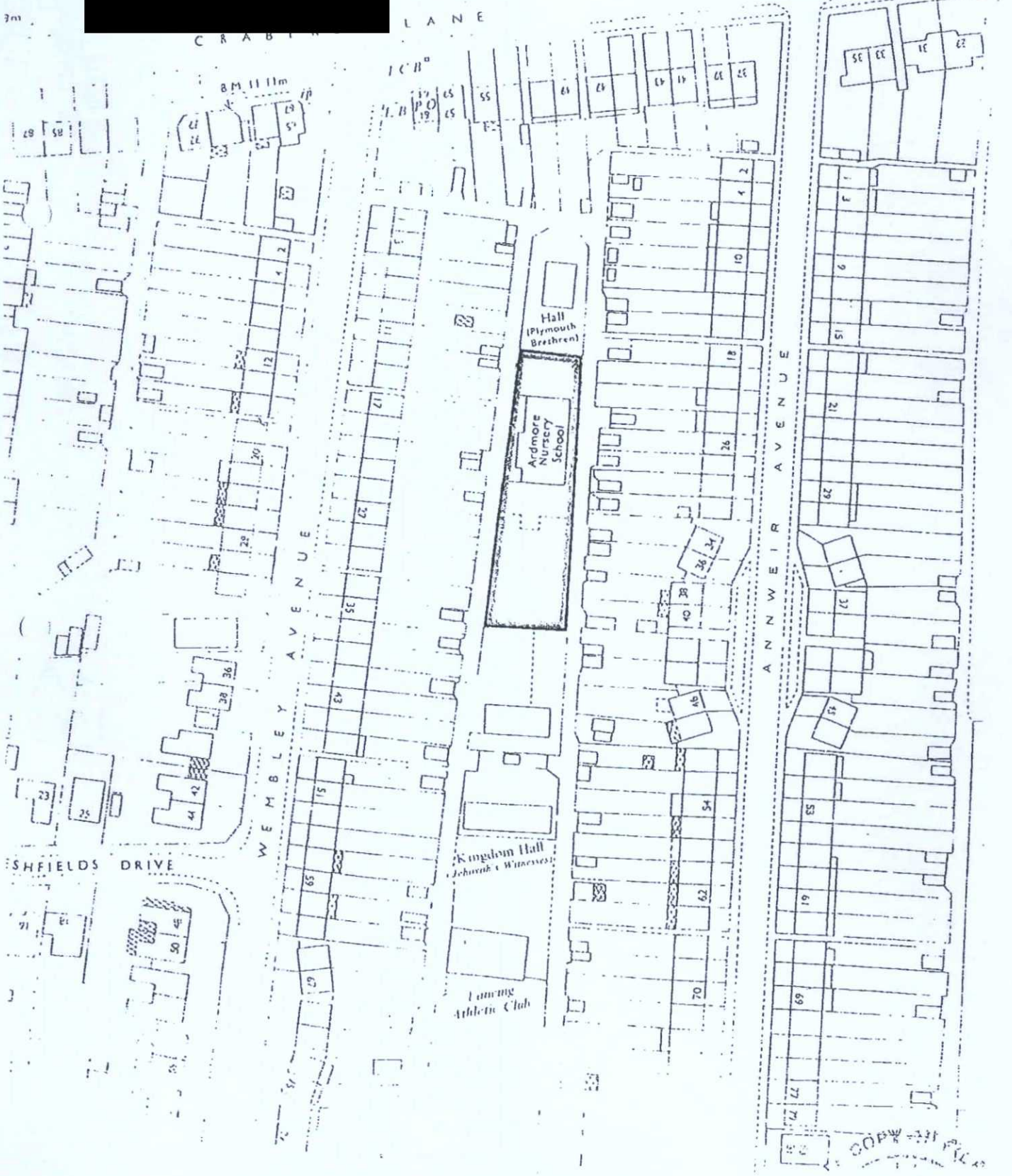
ANCE SURVEY REFERENCE	TQ 1704	SECTION G	Scale 1/1250
Y : WEST SUSSEX	DISTRICT ADUR		© Crown copyright 1975

[redacted]

LANCING PARISH

[redacted]

TQ 1804 NW – TQ 1704 NE



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 £7,480.00 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:-

ANGELA HEATHER CATHERINE RIDGE

In the presence of

[redacted]

Signature:

Name of Witness: C A Cornwell

Address of Witness: 6 Valley Road Lewes East Sussex BN7 1LE Secretary.

[redacted]

BEVERLEY ANN OGDEN

In the presence of :

[redacted]

Signature:

Name of Witness: Christine Cornwell

Address of Witness: 6 Valley Road Lewes East Sussex BN7 1LE Secretary.

[redacted]

MARK CLEMENTS

In the presence of :-

[redacted] (Witness)

Signature:

Name of Witness:

Address of Witness:

[redacted]

Paddockhaugh East
Strathallan Estate
Auchterarder
PH3 1LA