Adur & Worthing councils

Legal and Democratic Services

Internal Memo

From: Satinder Tamber

Our Ref: 005109-st/ph/107116

To: EHo Planning, Regeneration and Wellbeing, James Appleton

Your ref: ADC/0235/10

Keith Morgan, Planning Services Manager, Adur Civic Centre

Hannah Barker, Planning Officer, Development Control, Adur Civic Centre

Carlos Hone, Planning Officer, Adur Civic Centre

Cc: Sarah Woodflowers, Senior Land Charges Officer Town Hall

Date: **8th September 2010**

Re: **S106: UU Land at Leconfield Road, Lancing, West Sussex**

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
Fax: 01903 221161
e-mail: satinder.tamber@worthing.gov.uk

Enc.

COPY

Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the 1st day of September two thousand and ten

BY Pauline Saxon Barton and Joan Walther (the owners) of 43 Ivydore Avenue Worthing West Sussex BN13 3JH

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

RECITALS

A The Owners are the freehold owners of the land known as Land on the West side of Leconfield Road Lancing West Sussex (registered at the HM Land Registry under Title Number WSX 334158) 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/0235/10

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 redevelopment of car storage/sales site with 5 two-bedroom houses served by new access drive and parking area (outline application with all matters reserved)

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 Owners" 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 West of Leconfield Road Lancing West Sussex 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/0235/10

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 Owners and its successors in title and assigns each and every part of the land

2.2 THE Owners hereby covenant 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 Owners agree 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 Owners hereby covenant with the Council that it will within 7 days of the commencement of the development pay the sum of £4,507.00 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:...PAULINE.....BARTON

in the presence of

Signature: [redacted] .....

Name of Witness: ANTHONY JOHN POTTER

Address of Witness: 72-76 Broadwater Street West,
Worthing
West Sussex BN14 9DH

EXECUTED AS A DEED by

The Owner

Signature:....[redacted]

Name:...JOAN...WALTHER

in the presence of

[redacted]

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

Name of Witness: Russell Feenstra.

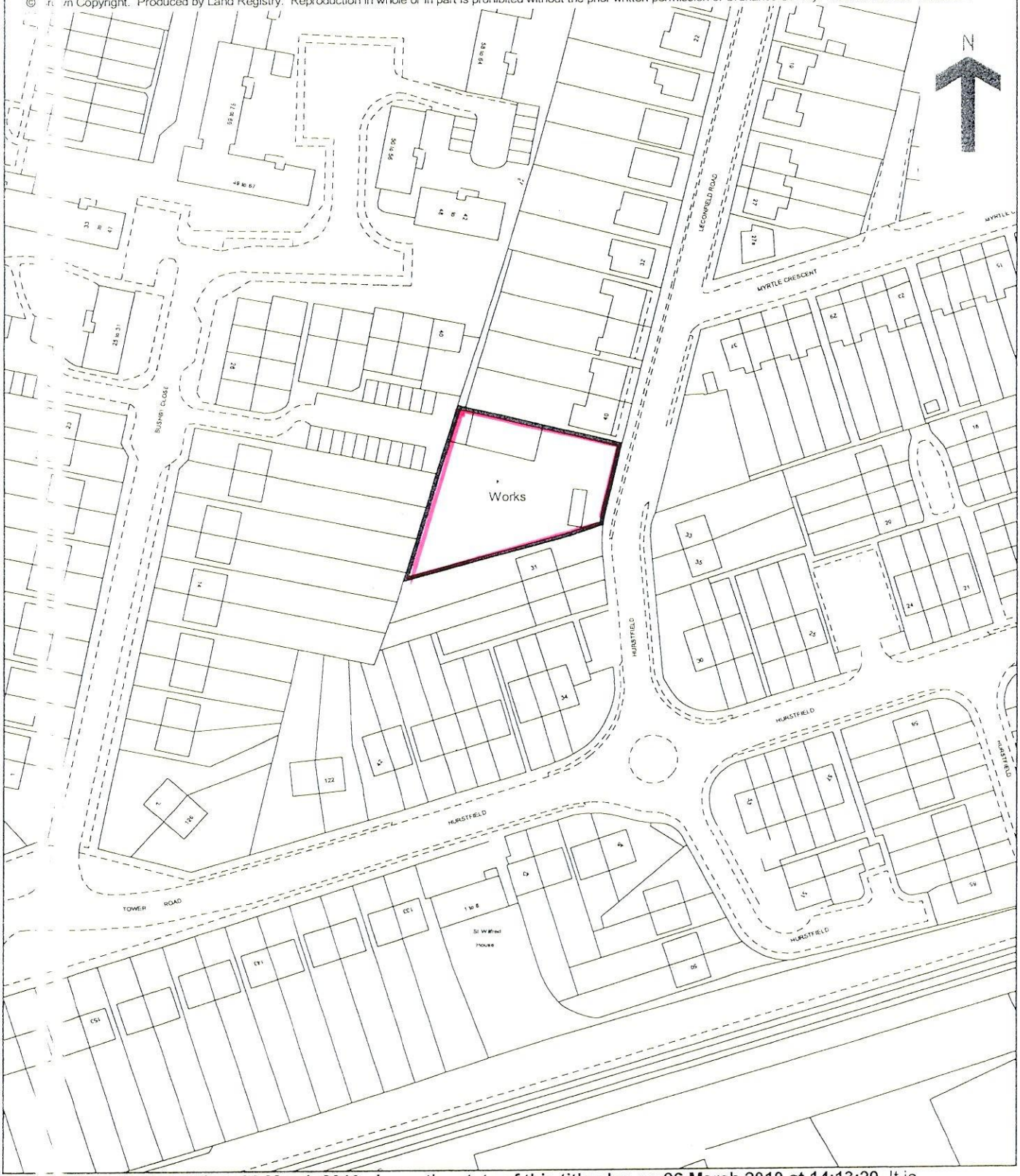
Addressof Witness: 3686 Mt Seymour Parkway
North Van BC. V7H 2Y5

005109-st/103143

Land Registry
Official copy of title plan

Title number **WSX334158**
Ordnance Survey map reference **TQ1704SW**
Scale **1:1250**
Administrative area **West Sussex: Adur**

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This official copy issued on 26 March 2010 shows the state of this title plan on 26 March 2010 at 14:13:29. 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.

[redacted]