Adur & Worthing councils

Legal Services

Internal Memo

From: Louise Mulroy

Our Ref: 8089 lcm/PLAN 002 S106 Unilateral Undertaking completion memo

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

Your ref:

Sarah Woodflowers, Senior Land Charges Officer Town Hall

Cc: Tracey Consterdine, Development Control, Portland House

EHo Planning, Regeneration and Wellbeing, James Appleton

Date: 14 December 2012

Re: **Section 106: Unilateral Undertaking – 21 Halewick Lane Sompting BN15 0ND**

Hannah, I have put a copy of the s106 dated 19 November 2012 in the internal post for your attention, if anyone else requires a copy please let me know.

As discussed, if you haven't already done so, please could you issue the planning permission on this matter.

Sarah, please register this unilateral undertaking as a Land Charge against the property.

The unilateral requires the owner of the land to pay a transport contribution of £5300 within 7 days of the commencement of the development pursuant to the planning permission, together with an admin fee of £50. The transport contribution is subject to indexation as specified in the unilateral undertaking.

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

[redacted]

Louise Mulroy
Solicitor
Town Hall, Chapel Road
Tel: 01903 221029

SECTION 106 UNILATERAL PLANNING OBLIGATION

THIS UNILATERAL PLANNING OBLIGATION is made the 19 day of November Two Thousand and Twelve and given by

HENRY DYLAN PANNELL and LORNA PANNELL both of 21 Halewick Lane Sompting West Sussex BN15 0ND ("the Owner")

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 WSX296297 of the land at 21 Halewick Lane Sompting Lancing BN15 0ND shown for identification purposes only edged red on the Plan attached ("the Land")

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 by the Application applied to the Council for planning permission to develop the land by the Development

D 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/0993/12 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 demolition of existing bungalow and erection of two pairs of semi detached 3 bedroom houses and 8 car parking spaces and cycle storage 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 £5,300 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

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 it will within 7 days of the Commencement of the Development 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 GENERAL

The Owner acknowledges and declares that:

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

5.2 this Unilateral Planning Obligation constitutes a deed

5.3 this Unilateral Planning Obligation is enforceable by the Council

5.4 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

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

5.6 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

5.7 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

5.8 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 Owner's title valid

5.9 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 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 has executed this deed on the above date

(name of the Owner) HENRY DYLAN PANNELL

Signature .....

In the presence of

Signature .....

Name of Witness: CHRISTINA AYRES

Address of Witness : 5 HILLSIDE LANE,
SMALL DOLE
HENFIELD
W. SUSSEX
BN5 9XL

(name of the Owner) LORNA PANNELL

Signature .....

In the presence of

Signature .....

Name of Witness: CHRISTINA AYRES

Address of Witness : 5 HILLSIDE LANE
SMALL DOLE
HENFIELD
WEST SUSSEX
BN5 9XL .

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e plan

Title number **WSX296297**
Ordnance Survey map reference **TQ1705NW**
Scale **1:1250**
Administrative area **West Sussex : Adur**

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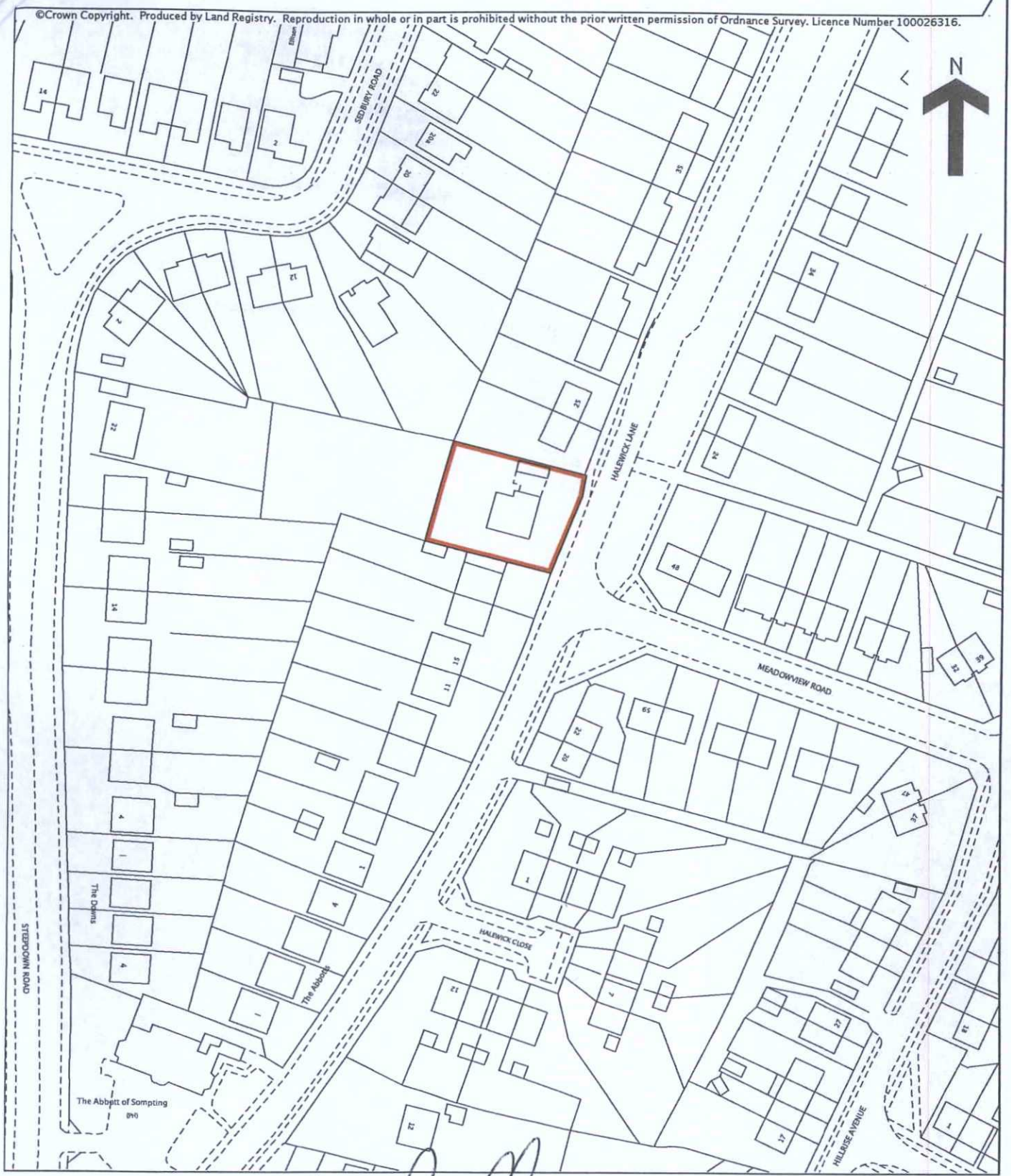

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