ADUR
DISTRICT COUNCIL

Planning and
Community

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West Sussex BN43 6PR

Mr R Reynolds
82 Greenacres
Shoreham By Sea
West Sussex
BN43 5XL

Contact: Carlos Hone

Our ref: ADC/

Your ref:

Date: 2007

Dear Mr Reynolds ,

RE : Proposed change of use of first-floor offices to form a two-bedroom flat with room in the roofspace (including front and rear dormers and first-floor rear extension) and change of use of ground-floor from art studion (A1) to employment agency (A2), 70 High Street, Shoreham-by-Sea (ADC/0052/11)

I refer to the above planning application which you have submitted.

If permission were to be granted, a section 106 unilateral Obligation would be needed requiring payment towards 'sustainable' transport improvements under the adopted Revised West Sussex Parking Standards and Transport Contributions Methodology. Under this methodology, a formula is applied to calculate the payment based on the proposed development (less a deduction for any existing development being demolished). In this instance, subject to confirmation from WSCC, the required payment appears provisionally to be £1,170.00.

I enclose a standard draft 'template' for such a legal Obligation which should be passed to the applicant's solicitor for completion. I can e-mail this to the solicitor upon request. The Council's solicitor will need to check it, for which a charge of £200 is made. When submitting the draft section 106 Obligation to the Council, our solicitor needs to see Office Copy Entries and the file plan from the Land Registry. The draft Obligation itself also needs to include a plan showing the site outlined in red. It should be left undated when sending it to our Legal section as it needs to be checked and engrossed before being dated. All owners of the site will need to sign the Obligation including any mortgagee (if the property is subject to a mortgage).

In order for the Council to comply with the statutory time period for issuing the decision on the planning application (*and to avoid the application being refused*), the engrossed section 106 Obligation must be completed and executed as a Deed by **no later than 05.04.11.** This is, of course, without prejudice to the Council's decision on the application as there may be other matters that may constitute grounds of refusal once the application has been assessed and consultations carried out.

Yours sincerely,
Carlos Hone
Planning Officer. 01903 221352

Keith Morgan
Planning Services Manager

Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the ……. day of ……. two thousand and seven

BY …….(the owner)…… of ……and…….(any mortgagee or other person with an interest in the land)……

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 …….. owner of the land known as …….
……..(registered at the HM Land Registry under Title Number……..) 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/……

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 ……

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……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/……..

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 £…… 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

Signature:……

Name:…….

in the presence of

Signature:…….

Name of Witness:

Addressof Witness: