SECTION 106 UNILATERAL PLANNING OBLIGATION

THIS UNILATERAL PLANNING OBLIGATION is made the 13th day of February two thousand and thirteen and given by

(1) Gary Jeffrey Millis and Sally Linda Millis of 21 Grover Avenue, Lancing, West Sussex, BN15 9RG ("the Owner")

(2) National Westminster Bank PLC *(Co. Regn. No. 929027)* whose registered office is at Mortgage Centre, P.O Box 12201, Brindley Place, Birmingham B2 2AG ("the Mortgagee")

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 WSX172446 of the land at 21 Grover Avenue, Lancing, West Sussex BN15 9RG shown for identification purposes only edged red on the Plan attached ("the Land")

B The Land is charged to the Mortgagee

C The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the Land is situated.

D The Owner has by the Application applied to the Council for planning permission to develop the Land by the Development

E 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/1184/12 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 'extension & alterations to form a 3 bedroom attached dwelling' 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 £2,100.00 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

6.2 this Unilateral Planning Obligation constitutes a deed

6.3 this Unilateral Planning Obligation is enforceable by the Council

6.4 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

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

6.6 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

6.7 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

6.8 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 Owners title valid

6.9 that the Owner and the Mortgagee together have the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation

6.10 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 or Mortgagee 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 and the Mortgagee have executed this Deed on the above date

Gary Jeffrey Millis (owner)
Signature:.....
in the presence of

Signature:.....
Name of Witness: MICHAEL THOMAS.
Address of Witness: 45 TOWER ROAD
LANCING
SUSSEX BN15 9JR

Sally Linda Millis (owner)
Signature:.....
in the presence of

Signature:.....
Name of Witness: WAYNE NEWTON
Address of Witness: 4 THIRLMERE CRESCENT
LANCING W. SUSSEX
BN15 9UE

National Westminster Bank PLC (mortgagee)

signed by ..... Huw Thomas
Position or office held: 2880040

Per Pro
National Westminster Bank plc
Authorised Signature:

CLERICAL LEVEL B
Mortgage Operations

SIGNED AS A DEED BY:	In the Presence of:
Authorised Signature As the Attorney for and on behalf of National Westminster Bank PLC	Dated: Company Official National Westminster Bank PLC Po Box 12201 Brindley Place Birmingham B2 2AG

18 February 2013

Adur & Worthing councils



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