Adur & Worthing councils

Legal and Democratic Services

Internal Memo

From:	Satinder Tamber	Our Ref: 006436-st/ph/143265
To:	Carlos Hone, Planning Officer, Adur Civic Centre	Your ref:
Cc:	Tracey Consterdine, Development Control, Portland House	
	Sarah Woodflowers, Senior Land Charges Officer Town Hall	
Date:	**23rd May 2011**	
Re:	**S106 UU 21 Halewick Lane, Sompting Section 106: Unilateral Undertaking – 21 Halewick Lane, Sompting, Lancing, BN15 0ND**	

Please find enclosed herewith a copy of the completed Unilateral Undertaking relating to 21 Halewick Lane, Sompting, Lancing, BN15 0ND 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.

Kind regards,

[redacted]

Satinder Tamber
Solicitor
Town Hall, Chapel Road
Tel: 01903 221029
Fax: 01903 221429
e-mail: satinder.tamber@adur-worthing.gov.uk

WOC COPY
16/5/2011 ST

Section 106 Unilateral Obligation

THIS UNILATERAL PLANNING OBLIGATION is made the ....16.... day of .....May..... two thousand and eleven

BY Zena Dawn Tebboth of 12 Courtlands Close, Ruislip, Middlesex HA4 8AX the executrix of Kathleen Mary Fuller (the owner)

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 executrix of the registered proprietor of the land known as 21 Halewick Lane, Sompting, Lancing, BN15 0ND (registered at the HM Land Registry under Title Number WSX296297) 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/0084/11

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 demolition of bungalow and garage and erection of two semi-detached dwellings with attached garages at 21 Halewick Lane, Sompting

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 21 Halewick Lane 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/0084/11

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 pay the Council's reasonable legal costs in checking that the contents of this Agreement are correct and the Owner's 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 be liable for any breach of this Agreement only 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 £1,890.00 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: [redacted] .....

Name: [redacted]

in the presence of

Signature: [redacted] .....

Name of Witness: MAUREEN HUGHES

Address of Witness:

KEITH FLOWER & CO
62 PINNER GREEN
PINNER MIDDX
HA5 2AB

Land Registry Official copy of title plan

Title number **WSX296297**
Ordnance Survey map reference **TQ1705NW**
Scale **1:1250**
Administrative area **WEST SUSSEX : ADUR**

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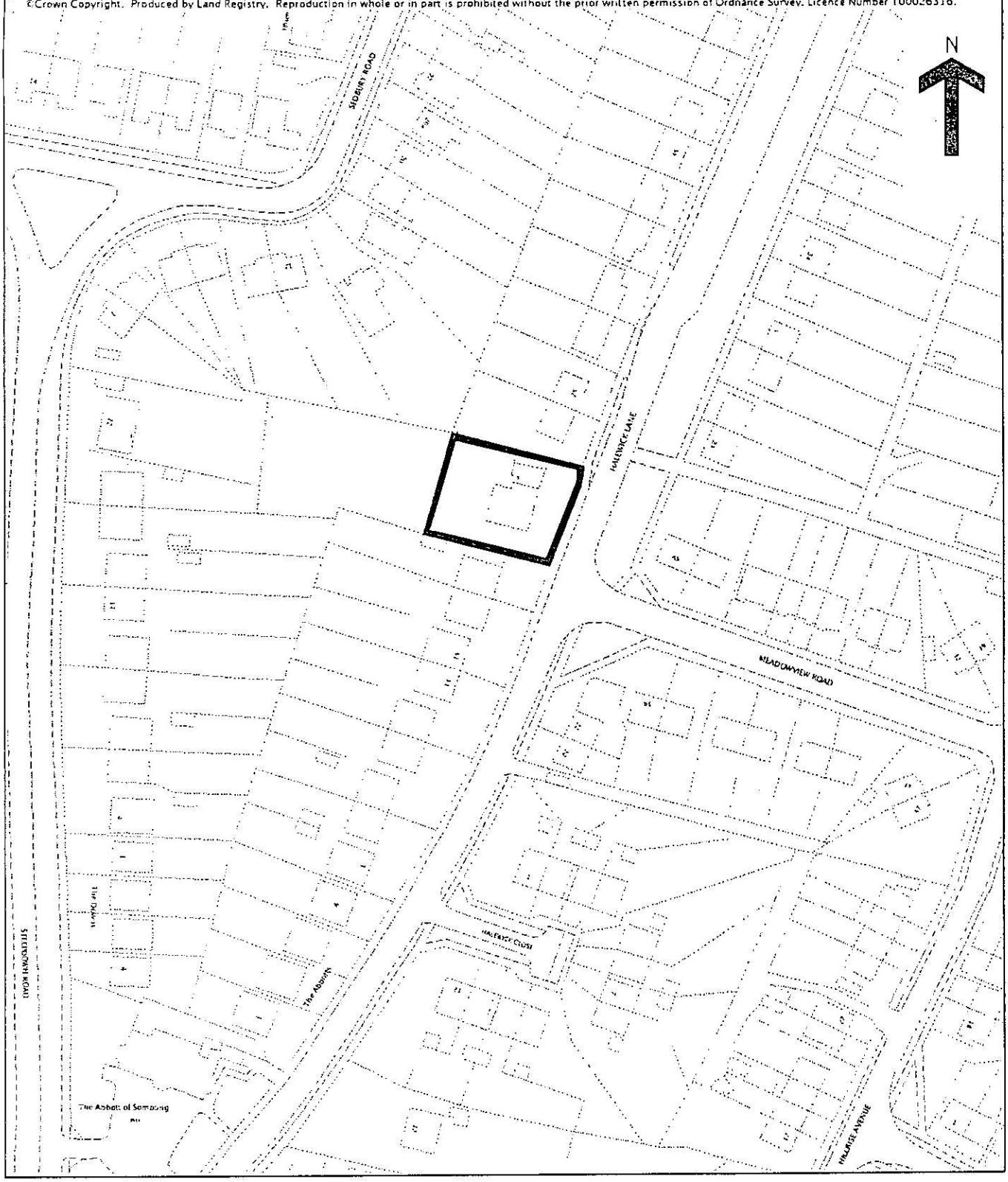

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