dem 30th.

DATED: 29th MARCH **2007**

From

Locksley Securities Limited

To

Adur District Council

Unilateral Undertaking
Under S106 of the Town and Country Planning Act 1990 and other powers
Land at 26 Dolphin Road Shoreham by Sea

Section 106 Unilateral Obligation

THIS UNILATERAL AGREEMENT is made the 30th day of March Two thousand and seven

BY Locksley Securities Limited (Company number 02614825 whose registered address is Brookfield Lyminster Road, Lyminster, West Sussex BN17 7QN the owner of the land

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

RECITALS

A The Owner is the Freeholder of the land known as 26 Dolphin Road (registered at the HM Land Registry under Title Number WSX289226) 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/0041/07

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 factory with block of 10 units for business general industrial and storage uses (classes B1 B2 and B8) with 52 car parking spaces and access/loading areas.

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 26 Dolphin Road Shoreham by Sea and 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 subsequent to Application Number ADC/0041/007

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 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. 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 Owner agrees to pay the Council's reasonable legal costs (to a maximum of £150) in checking that the contents of this Agreement are correct and the Owners title valid

2.9 On payment of the sum as provided for in the Schedule the council will apply for the local land charge to be removed from the title within 28 days of the payment being received by the council.

THE SCHEDULE

The Owner hereby covenants with the Council that it will pay within 7 days of implementation of the development (as defined as a "material operation" by S56(4) of the Town and Country Planning Act 1990) of the Development (provided that the carrying out of ground surveys, ground clearance, the erection of hoardings and temporary fencing and ground investigations and the demolition of buildings shall not constitute implementation) the sum of £7000 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". This sum represents that calculated by West Sussex County Council as the required level of contribution towards the "Total Access Demand Strategy".

[redacted]

EXECUTED AS A DEED by the Owner hereto the day and year first before written.

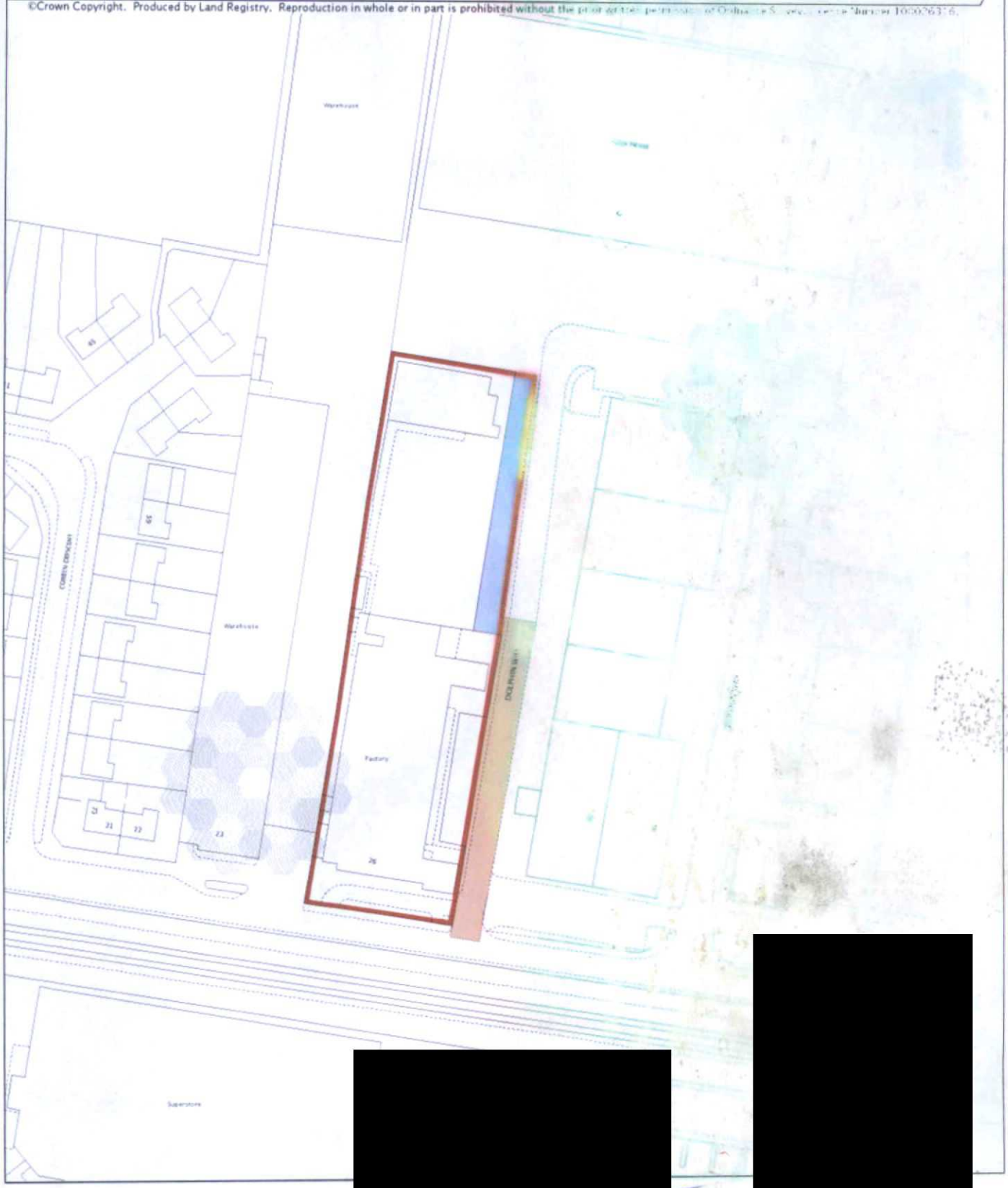
Director [redacted]

Director/ Secret [redacted]

Land Registry
Official copy of title plan

Title number WSX289226
Ordnance Survey map reference TQ2205SE
Scale 1:1250
Administrative area WEST SUSSEX: ADUR

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