Received 8.8.08

WB/08/0481/FUL

08 AUGUST 2008

UNILATERAL UNDERTAKING

by

LESLIE DAVID FISHER

AND

NATIONAL WESTMINSTER BANK PLC

Relating to

9 MILL ROAD

WORTHING

WEST SUSSEX

BN11 4JX

THIS UNILATERAL UNDERTAKING is made the 8th day of August Two thousand and eight

BY LESLIE FISHER and NATIONAL WESTMINSTER BANK PLC and

RECITALS:-

A. The owner is the owner of the land known as 9 MILL ROAD, WORTHING, BN11 4JX

(registered at the H M Land Registry under Title Number WSX287591) shown edged red on the plan attached hereto

B. Worthing Borough Council (the Council) the Local Planning Authority for the purposes of the Act and for the Administrative Area in which the land is situated

C. The owner and NATIONAL WESTMINSTER BANK PLC have now made an application to the Council for Planning Permission and Planning Reference Number WB/08/0481/FULL

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 Consents Orders or Agreements Authorisations Licences or Permissions necessary to implement the development.

1.3 **Application** means Planning Application allocated reference No. WB/08/0481/FULL by the Council to the land 9 MILL ROAD, WORTHING, BN11 4JX

1.4 **Development** means the construction of

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

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 WB/08/0481/FULL .....

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 in all respects comply with the conditions that may be contained in the Planning Permission

and that it will comply in all respects with 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 in the case of the Council be Worthing Borough Council Town Hall Chapel Road Worthing West Sussex BN11 1H

2.9 THE Owner agrees t o paying the Council's reasonable legal costs in checking the contents of this agreement is correct and the Owners title valid.

[2.10 THE Owner hereby covenants to use all reasonable endeavours to register his title to the land with the H M Land Registry at Portsmouth and to provide the Council with documentary evidence thereof at the earliest possible opportunity and in any event within thirty days of the commencement of development] (To be added if the land is not registered)

THE SCHEDULE

The Owner hereby covenants with the Council that it will at the date hereof / within seven days of the commencement of the development

(i) (in relation to the provisions of outdoor recreation facilities pay the sum of £7,332 to the Council

(ii) (and in relation to the provisions of transport improvements pay the sum of £6,280 plus £139 for fire hydrants to the Council making a total of £ 13,751

PROVIDED THAT where the date for payment of the sums in respect of transport and/or outdoor recreation and/or the Education Contribution is after the date of this Deed then that payment or payments shall be increased by an amount equal to the proportionate increase in the All-in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the Operative Date

SIGNED [redacted])
)
Owner/Company Secretary/Director/Authorised Signatory

In the presence of [redacted]

Witness name EDWARD DERBY
Address 39 ST JOHNS RD
HOVE
BN3 2FB

Occupation BUILDER

SIGNED by)
)
)

Mortgagee/Company Secretary/Director/Authorised Signatory

In the presence of

Witness name
Address

Occupation

Ref: 000419
26 January 2004

Title Number : WSX287591

This title is dealt with by Land Registry Portsmouth Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on 2008-06-23 at 15:52:05 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: WSX287591
Address of Property	: 9 Mill Road, Worthing (BN11 4JX)
Price Stated	: £775,000
Registered Owner(s)	: LESLIE DAVID FISHER of Flat 1, 22 Palmeira Square, Hove, E Sussex BN3 2JN.
Lender(s)	: National Westminster Bank Plc

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 2008-06-23 at 15:52:05. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

A: Property Register

This register describes the land and estate comprised in the title.

WEST SUSSEX : WORTHING

1 (23.02.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 9 Mill Road, Worthing (BN11 4JX).

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (17.05.2007) PROPRIETOR: LESLIE DAVID FISHER of Flat 1, 22 Palmeira Square, Hove, E Sussex BN3 2JN.

2 (17.05.2007) The price stated to have been paid on 1 May 2007 was £775,000.

3 (16.05.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 22 April 2008 in favour of National Westminster Bank Plc referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (23.02.2005) A Conveyance of the land tinted pink and tinted blue on the title plan and other land dated 17 January 1906 made between (1) George James Saunders (Vendor) and (2) Ernest William Bennett (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 (23.02.2005) By a Conveyance by way of exchange dated 6 June 1908 made between (1) George James Saunders (Vendor) and (2) Ernest William Bennett (Purchaser) the land tinted blue on the title plan together with other land was released from the covenant in clause 1 to the Schedule of the Conveyance dated 17 January 1906 referred to above. The said Deed also contains restrictive covenants. Details of the release and of the covenants are set out in the Schedule of restrictive covenants hereto.

3 (16.05.2008) REGISTERED CHARGE dated 22 April 2008.

4 (16.05.2008) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 00929027) of 2nd floor building 1 Centrium Business Park, Griffiths Way, St. Albans, Hertfordshire AL1 2RD.

Schedule of restrictive covenants

1 (23.02.2005) The following are details of the covenants contained in the Conveyance dated 17 January 1906 referred to in the Charges Register:-

"And the Purchaser doth hereby for himself his heirs and assigns covenant with the Vendor his heirs and assigns owner or owners for the time being of the premises coloured brown and dark green on the said plan that the Purchasers his heirs and assigns will at all times hereafter observe and perform the conditions and stipulations in relation to the premises hereby conveyed which are contained in the first part of the said First Schedule hereto.

PROVIDED ALWAYS and it is hereby agreed that the said covenants and stipulations contained in the said First Schedule hereto shall bind the owner or owners for the time being of the lands and premises thereby affected and of any and every part thereof but shall not thereby make any person or persons responsible in respect of any breach committed after he or they shall have ceased to be the owner or owners of the same or of the part thereof upon or in respect of which such breach shall have been committed.

THE FIRST SCHEDULE

First Part

1. Not to erect more than two detached dwellinghouses of a cost of One thousand pounds at least for each house on such part of the land hereby assured as is coloured pink and blue on the said plan and not to erect more than two detached dwellinghouses at a cost of Eight hundred pounds at least for each house or one pair of semi detached dwellinghouses at a cost of One thousand two hundred pounds the pair on such part of the said land as is marked light green yellow and hatched yellow on the said plan such cost in every case to be exclusive of any outbuildings.

2. No buildings shall be erected on any part of the premises hereby assured except private dwellinghouses and the offices stabling greenhouses and outbuildings thereof and no building erected thereon shall at any time be used except as a private dwellinghouse or stabling greenhouses and offices thereto. Provided nevertheless that no stabling shall be erected on the premises hereby assured except on so much thereof as is marked blue light green and yellow on the said plan.

3. The cost of any house and other building shall be taken to be the net first cost thereof in labour and materials alone at the lowest current prices.

4. The premises hereby assured shall not be used as a drying ground nor shall anything be done thereon which may be or grow to be in any way a nuisance damage or annoyance to the Vendor his heirs or assigns or his or their tenants or to the owners or tenants of any of the adjoining property or to the neighbourhood.

5. No house erected on any part of the land hereby assured which is marked pink on the said plan and is within fifty feet of the eastern boundary of the part so coloured shall have its front door in the eastern wall of such dwellinghouse.

6. Forthwith to erect in a proper and workmanlike manner a proper boundary brick wall not less than six feet in height above the ground along the East side of the premises hereby conveyed such wall to be a party wall and to be built entirely on the premises hereby conveyed."

NOTE: The land tinted pink on the title plan forms part of the land coloured pink and blue referred to. The land tinted blue on the title plan forms part of the land hatched yellow and light green referred to.

2 (23.02.2005) The following are details of the terms of the release contained in the Deed dated 6 June 1908 referred to in the Charges Register:-

"The Vendor hereby releases the Purchaser his heirs and assigns owner and owners for the time being of the said land marked light green yellow and

schedule of restrictive covenants continued

hatched yellow on the said plan drawn hereon and also releases the said land from the said first covenant in the Schedule to the Principal Indenture so far as such covenant is hereinbefore recited."

NOTE: The land tinted blue on the title plan forms part of the land hatched yellow and light green referred to.

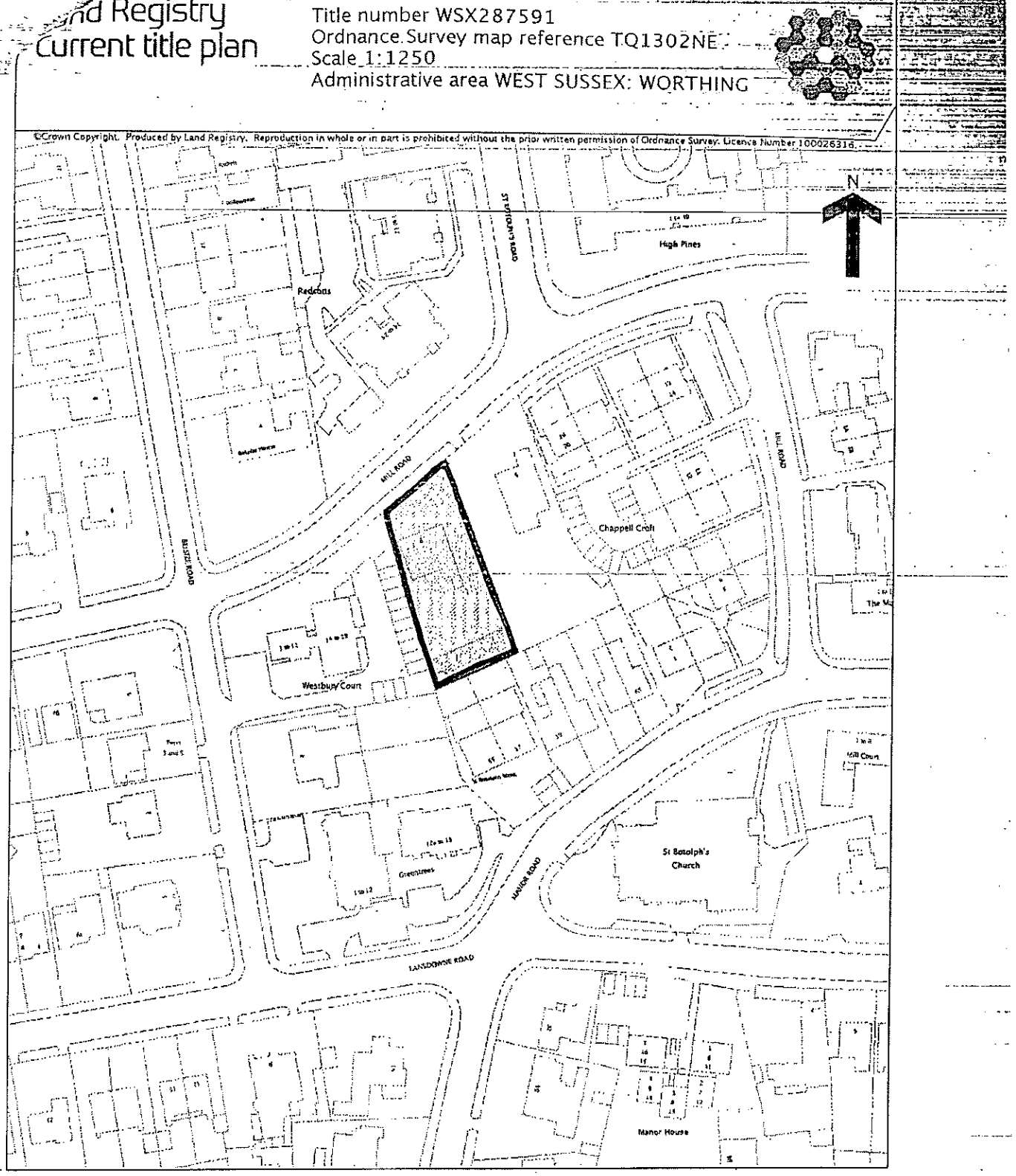
3 The following are details of the covenants contained in the Conveyance dated 6 June 1908 referred to in the Charges Register:-

"The Purchaser for himself and all persons claiming under him and so as to bind the owner and owners for the time being of the said land marked light green yellow and hatched yellow on the said plan drawn hereon and of way and every part thereof but not so as to make any person or persons responsible in respect of any breach committed after he or they shall have ceased to be the owner or owners of the same of the part thereof upon or in respect of which such breach shall have been committed hereby covenants with the Vendor his heirs and assigns owner and owners of the hereditaments and with the Vendor his heirs and assigns owner and owners of the hereditaments premises now known as The Chappell Croft situate at Worthing aforesaid that he the Purchaser his heirs executors administrators or assigns will not erect more than three detached dwellinghouses at a cost of Eight hundred pounds at least for each trade or three pairs of semi-detached dwellinghouses at a cost of One thousand two hundred pounds the part on the said land marked light green yellow and hatched yellow on the said plan drawn hereon such cost is in every case to be exclusive of any outbuildings.

End of register

Land Registry
Current title plan

Title number WSX287591
Ordnance Survey map reference TQ1302NE
Scale 1:1250
Administrative area WEST SUSSEX: WORTHING



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This title is dealt with by Land Registry, Portsmouth Office.