WB/08/0230/u

DATED 30TH MAY 2008

UNILATERAL UNDERTAKING

by

J W STRATTON LIMITED

Relating to:

7 Hammond Drive and
Woodlands Durrington Hill
Worthing
West Sussex BN13 2PE

THIS UNILATERAL UNDERTAKING is made the 30TH day of MAY Two thousand and eight

BY JW Stratton Limited (Company registration number 363119) whose registered office is at 1 Mill Lane Shoreham-by-Sea West Sussex BN43 5AB (the Owner)

RECITALS:-

A. The Owner is the owner of the land known as 7 Hammond Drive and Woodlands Durrington Hill Worthing West Sussex BN13 2PE (registered at the H M Land Registry under Title Number WSX311640).
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 has now made an application to the Council for Planning Permission and Planning Reference Number WB/08/0230/FULL and 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 the Planning Application allocated reference Number WB/08/0230/FULL relating to 7 Hammond Drive and Woodlands Durrington Hill Worthing West Sussex BN13 2PE

1.4 **Development** means the construction of the 14 two bedroom apartments and car barns at 7 Hammond Drive and Woodlands Durrington Hill Worthing West Sussex BN13 2PE

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 7 Hammond Drive and Woodlands Durrington Hill Worthing West Sussex BN13 2PE

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/08/0230/FULL

MAIN OPERATIVE CLAUSES

2.1 THIS Undertaking is an Agreement made pursuant to Section 106 of the Town and Country Planning Act (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 **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 to be registered 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, 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 Worthing Borough Council Town Hall Chapel Road Worthing West Sussex BN11 1HB

2.8 **THE** Owner agrees to paying the Council's and West Sussex County Council's reasonable legal costs in checking the contents of this agreement is correct and the Owner's title valid.

THE SCHEDULE

1. The Owner hereby covenants with the Council that it will at least seven days prior to the occupation of the first dwelling erected on the land pursuant to the Planning Permission:-

   (i) in relation to the provision of highways in the Worthing Borough pay the sum of £18,560 to the Council and

   (ii) in relation to the provision of Outdoor Recreation Space in the Council Ward or an adjoining Ward in which the Land is situated pay the sum of £20,280 to the Council and (iii) pay to the Council a contribution of £158 towards the provision of Fire Infrastructure costs making a total contribution to the Council of £38,998

2. The Owner covenants with the Council not to allow First Occupation of the First (1st) Dwelling on the Land until the contributions specified in paragraph 1 of this Schedule shall have been paid to the Council

PROVIDED THAT where the date for payment of the highways outdoor recreation and fire infrastructure contributions is after the date referred to in paragraph 1 of this Schedule it 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 (namely the date referred to in paragraph 1 of this Schedule)

Signed: .....
Director for and on behalf of
J W STRATTON LIMITED

In the presence of

Witness Signature: S Jewell

Witness name: STEFANIE JEWELL

Address: 6 WEST WAY
LANCING
W-SX BN15 8LU.

Occupation:
Secretary

Land Registry
Official copy of title plan

Title number **WSX311640**
Ordnance Survey map reference **TQ1205NW**
Scale **1:1250**
Administrative area **West Sussex: Worthing**

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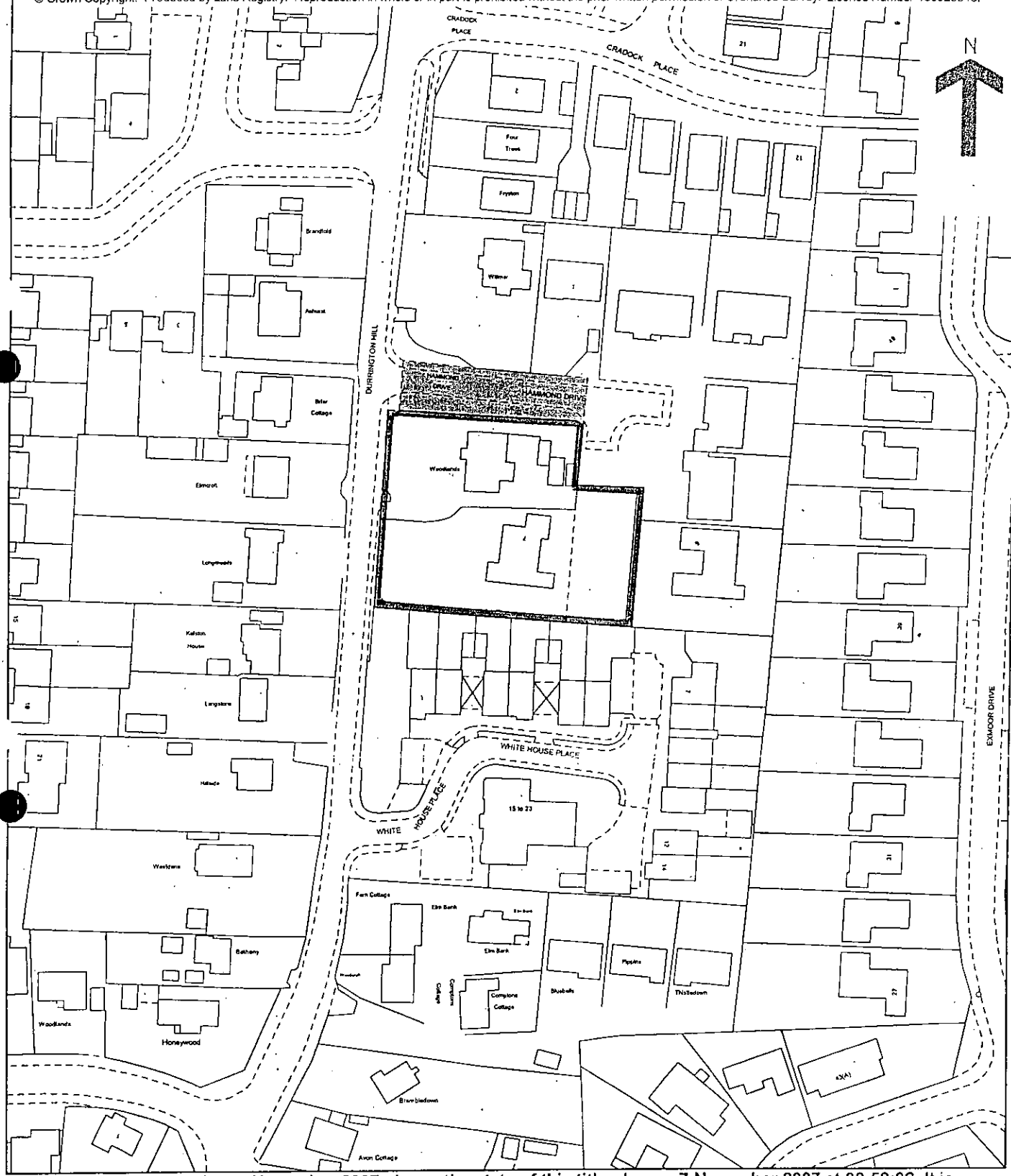

This official copy issued on 7 November 2007 shows the state of this title plan on 7 November 2007 at 08:58:02. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Portsmouth Office.