WB/08/0229/FUL

DATED 2nd June 2008

UNILATERAL UNDERTAKING

By

MATTHEW PATRICK PETER SEARLE

Relating to 63 Shakespeare Road Worthing
West Sussex

THIS UNILATERAL UNDERTAKING is made the 2nd day Of June Two Thousand and Eight
BY MATTHEW PATRICK PETER SEARLE of Elford House 11 Ferring Lane Ferring Worthing West Sussex BN12 6QU ("the Owner")
RECITALS:-
A The Owner is the owner of the land known as 63 Shakespeare Road Worthing West Sussex BN11 4AT registered at H M Land Registry under title number WSX24605
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 under planning reference No. WB/08/0229/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 the appeal lodged with the Planning Inspectorate allocated reference No APP/M3835/A/2056089NWF in respect of the refusal by the Council to grant planning permission under the reference referred to in recital C hereof
1.4 Development means the conversion of four flats and erection of 6 dwellings to the rear at 63 Shakespeare Road Worthing West Sussex
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 Land means all that land being 63 Shakespeare Road Worthing West Sussex and land to the rear
1.8 The Planning Obligation means the Planning Obligation set out in the Schedule to this Agreement
1.9 The Planning Permission is the Permission granted under Application Number WB/08/0229/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 his successors in title and assigns, each and every part of the land

2.2 THE Owner hereby covenants with the Council that he 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, unimplemented 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, 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

2.8 THE Owner agrees to paying the Council's reasonable legal costs in checking that the contents of this agreement are correct and the Owner's title valid

THE SCHEDULE

1 The Owner hereby covenants with the Council that it will within seven days of the commencement of the development of the conversion of the existing dwelling into four flats and the erection of six dwellings to the rear

2 (i) in relation to the provisions of Worthing Borough Council pay the sum of £8,735 towards the provision of outdoor recreation space to the Council

(ii) in relation to the provisions of West Sussex County Council Highway Authority pay the sum of £4,600 towards sustainable transport to the Council making a total of £13,335

Provided that where the date for payment of the sums in respect of Transport and/or outdoor recreation 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 by MATTHEW PATRICK PETER SEARLE Owner
In the presence of :

[redacted]

Witness Name GARETH MORGANS-MILLS
Address 3 SUSSEX GARDENS RUSTINGTON, WEST SUSSEX BN16 3QA

Occupation
MORTGAGE PROTECTION C

[redacted]