WB/09/0583/FUL

DATED 16 February 2010

UNILATERAL UNDERTAKING

By

ASHLEY KARL BATCHELOR AND CLAIRE JAYNE DAVIS

AND

NORTHERN ROCK PLC

Relating to

142 WARREN ROAD AND LAND ADJOINING 142 WARREN ROAD

AND LAND AT WARREN ROAD, WORTHING, WEST SUSSEX

THIS UNILATERAL UNDERTAKING is made the 16 day of February Two Thousand and ~~Nine~~ ten

BY CLAIRE JAYNE DAVIES (the First Owner) and **ASHLEY KARL BATCHELOR** (the Second Owner) and **NORTHERN ROCK PLC** (the Mortgagee)

142 WARREN RD. BN14 9RB

134 WARREN ROAD BN14 9RB

RECITALS:

A. The First Owner is the owner of the land known as 142 Warren Road and land adjoining 142 Warren Road, Worthing, West Sussex (registered at the HM Land Registry under Title Numbers WSX34164 and WSX40077) shown edged red on plan 1 attached hereto in respect of title number WSX34164 and edged red on plan 2 attached hereto in respect of title number WSX40077. The Second Owner is the owner of the land known as land at Warren Road, Worthing (registered at HM Land Registry under title number WSX299431 shown edged red on plan 3 attached hereto. The land comprised in the said title numbers WSX40077 and WSX34164 and WSX299431 shall hereafter be referred to as the Land.

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 First and Second Owners have now made an application to the Council for Planning Permission and Planning Reference Number WB/09/0583/FUL

D. The First and Second Owners consider 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 number WB/09/0583/FUL by the Council to the Land.

1.4 **Development** means the demolition of chalet bungalow and replacement with 8 new houses and one apartment with associated parking access and highway works

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 First and Second Owner** shall include their successors in title and assigns

1.7 **The Planning Obligation** means the Planning Obligation set out in the Schedule to this Agreement

1.8 **The Planning Permission** is the Permission granted under Application Number WB/09/0583/FUL

1.9 **The Transport Contribution** is the contribution referred to in The Schedule for a set of measures which will allow transport facilities in the locality

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 intern that it shall bind the First and Second Owners and their successors in title and assigns, each and every part of the Land.

2.2 **THE** First and Second Owners hereby covenant with the Council that they will in all respects comply with the conditions that may be contained in the Planning Permission and that they 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 First 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 (Right 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 of faxsimile 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 5ND

2.9 **THE** First and Second Owners agree to paying the Council's reasonable legal costs in checking the content of this agreement is correct and the First and Second Owners title valid.

THE SCHEDULE

1. The First and Second Owners hereby covenant with the Council that they will on or before the occupation of the first unit pay the sum of £10,250.00 to the Council in respect of the Transport Contribution.

PROVIDED THAT where the date for payment of the sums in respect of the Transport 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 date of occupation of the first unit.

SIGNED by **ASHLEY KARL BATCHELOR**)
In the presence of:-)

[redacted]

Witness name... James Swanman

Address... 13-14 Liverpool Terrace Worthing West Sussex

Occupation... Solicitor

SIGNED by **CLAIRE JAYNE DAVIES**
In the presence of:-

[redacted]

Witness name... James Swanman

Address... 13-14 Liverpool Terrace Worthing West Sussex

Occupation... Solicitor

SIGNED by **NORTHERN ROCK PLC**
Acting by

[redacted]

[redacted]

TITLE NUMBER

WSX299431

Plan 3

N

WEST SUSSEX : WORTHING

E SURVEY MAP REFERENCE: TQ1305NW

SCALE 1:1250

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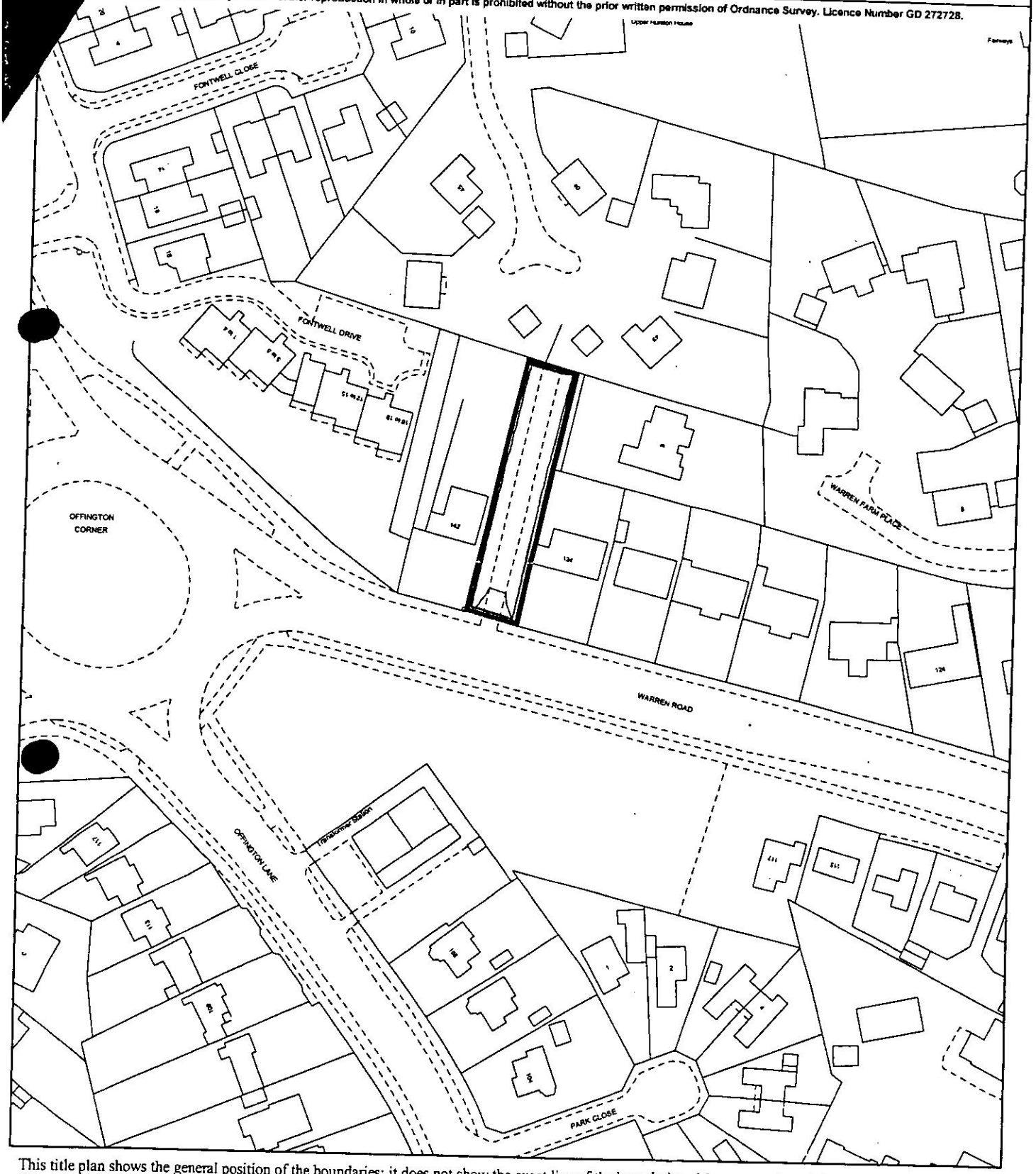


This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground. For more information see Land Registry Public Guide 7 - *Title Plans*.

This official copy shows the state of the title plan on **19 August 2006** at **10:34:15**. It may be subject to distortions in scale. Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

Issued on 19 August 2006.

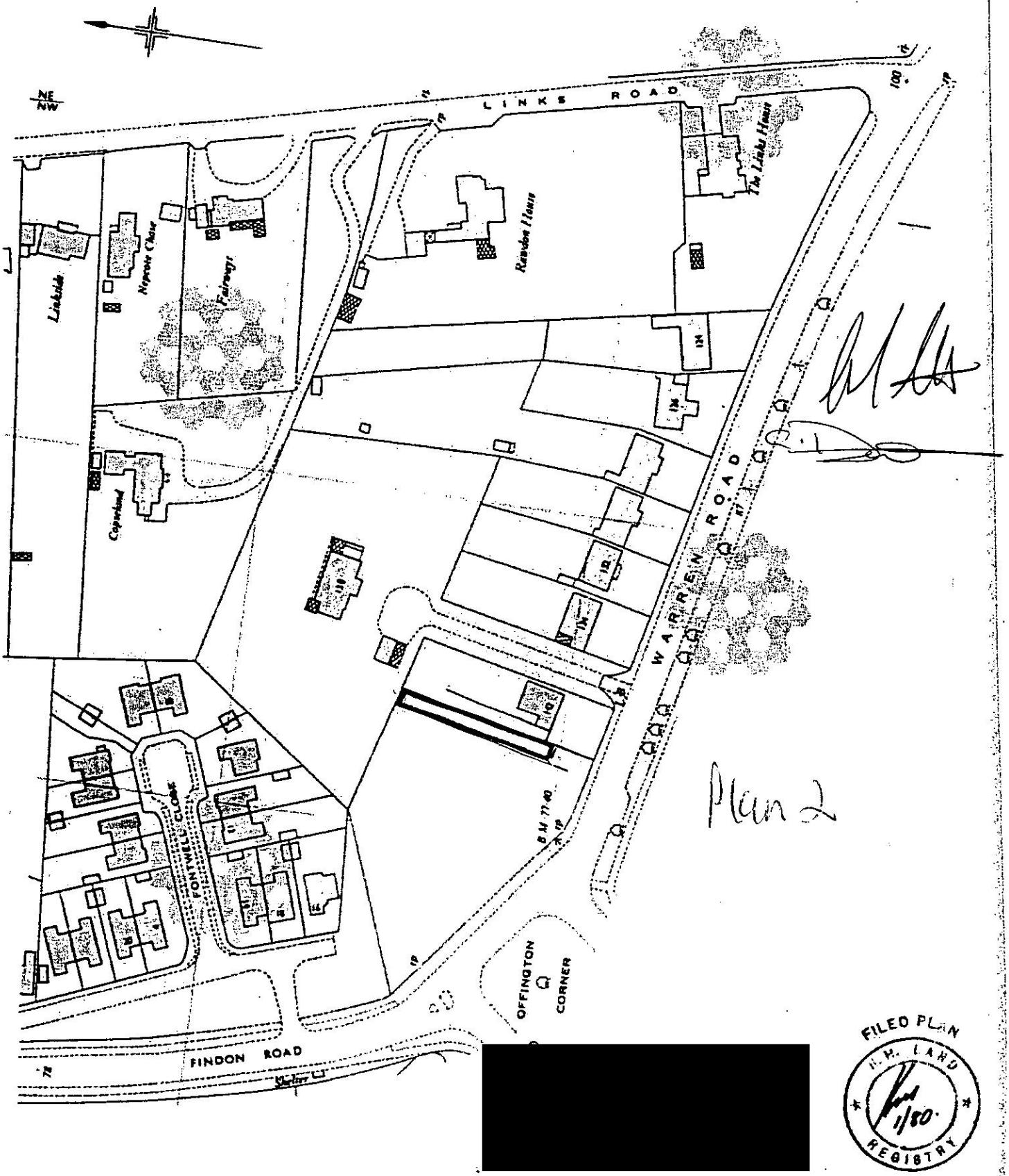
This title is dealt with by the **Portsmouth District Land Registry.**

H.M. LAND KL 08/2006

[redacted]

H.M. LAND REGISTRY

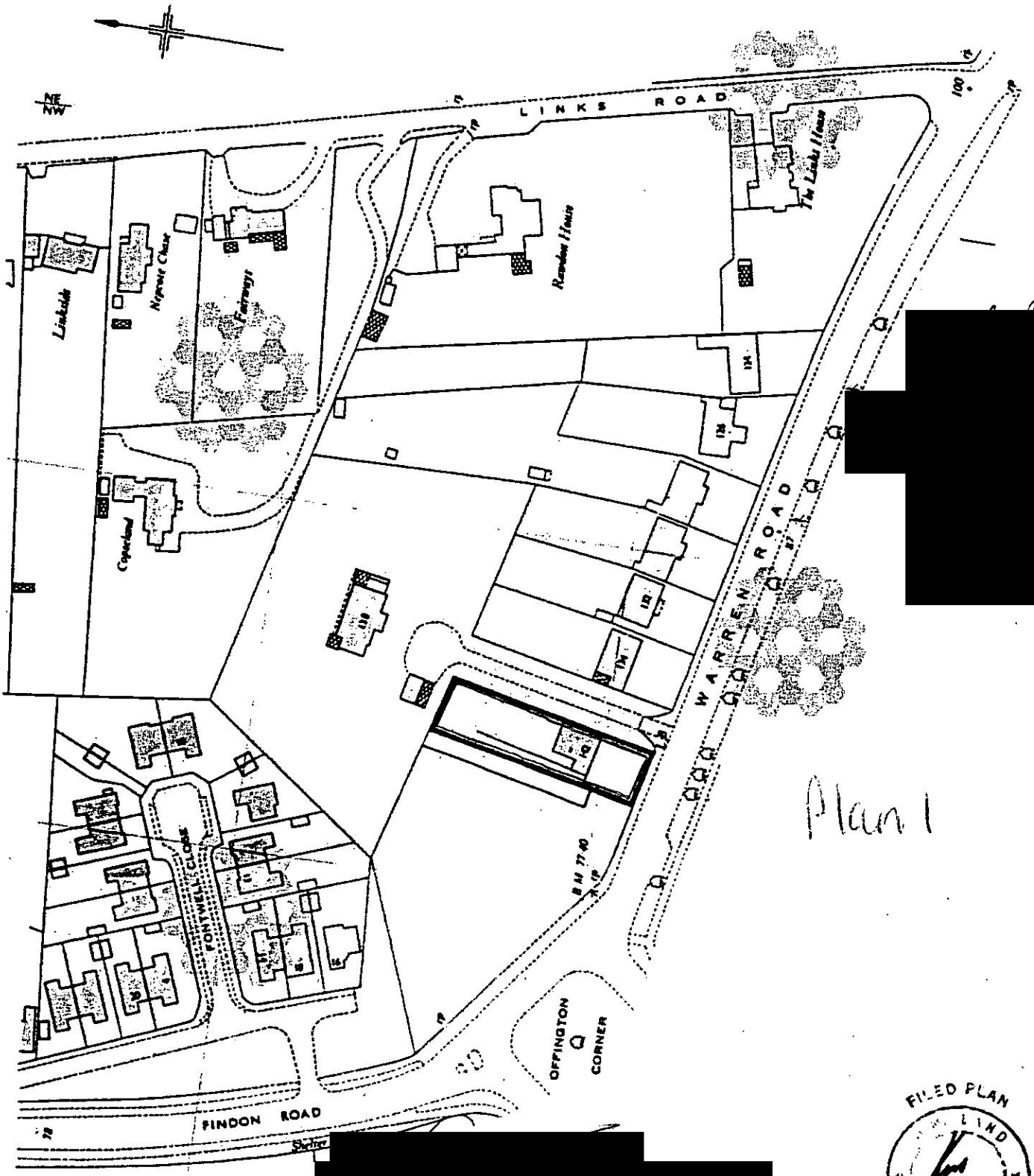
		TITLE NUMBER	
		WSX40077	
ORDNANCE SURVEY PLAN REFERENCE	TQ 1305	SECTION J	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT WORTHING		© Crown copyright 1977



FILED PLAN
H.M. LAND REGISTRY
1/1250

H.M. LAND REGISTRY

		TITLE NUMBER	
		WSX34164	
ORDNANCE SURVEY PLAN REFERENCE	TQ 1305	SECTION J	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT WORTHING		© Crown copyright 1977



Plan 1

FILED PLAN
LAND REGISTRY
1/80.