WB/08/0368/FUL

DATED 10th July 2008

UNILATERAL UNDERTAKING

by

CHICHESTER DIOCESAN FUND AND BOARD OF FINANCE

(INCORPORATED)

AND

WORTHING HOMES LIMITED

Relating to

The Emmanuel Church, Chatham Road, Worthing

West Sussex

BN11 2SP

THIS UNILATERAL UNDERTAKING is made the 10th day of July Two thousand and eight

BY the Chichester Diocesan Fund and Board of Finance (Incorporated) (the Owner) of 211 New Church Road, Hove, East Sussex BN3 4ED and Worthing Homes Limited (the Developer) of Davison House, North Street, Worthing, West Sussex, BN11 1ER

RECITALS:-

A. The owner is the owner of the land known as the Emmanuel Church, Chatham Road, Worthing, BN11 2SP (registered at the H M Land Registry under Title Number WSX 310621) shown edged red on the plan attached hereto

B. Worthing Borough Council (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 Developer has made an application to the Council for Planning Permission and Planning Reference Number WB/08/0368/FULL

D. The Owner and the Developer consider that the land should be bound by this Planning obligation in the manner hereinafter contained.

E. The Developer has entered into a contract to purchase the Land subject to the granting of planning permission the subject of the Application

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/04/00854/FULL by the Council to the Land

1.4 Development means the Demolition of church and church hall and redevelopment of the site with 12 x two bedroom apartments and 2 x one bedroom residential apartments.

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 Developer** shall include its successors in title and assigns

1.8 **The Plan** means the plan annexed hereto

1.9 **The Land** means all that land being shown edged red on the Plan

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

1.11 The Planning Permission is the Permission granted under Application Number WB/08/0368/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 the Developer and their successors In title and assigns, each and every part of the land

2.2 **THE** Owner and the Developer 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 **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, 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 1HH

2.8 **THE** Developer agrees to paying the Council's reasonable legal costs in checking the content of this agreement is correct and the Owners title valid.

2.9 **THE** Developer agrees to indemnify the Owner in respect of the Planning Obligations contained in the schedule hereto provided that the purchase of the Land by the Developer has been completed

2.10 **NO** person or party shall be liable for any breach of the Planning Obligation or other provision of this deed after parting with their interest in the Site or that part of the Site on which the breach occurs

3.1 **THE** Owner enters into this deed at the request of the Parochial Church Council of St George's Worthing (the PCC) and pursuant to the Parochial Church Councils (Powers) Measure 1956

3.2 **THE** PCC hereby indemnifies the Owner in respect of the Planning Obligation

THE SCHEDULE

1. The Owner and the Developer hereby covenant with the Council that they will within seven days of the commencement of the development

   (i) (in relation to the provisions of outdoor recreation space) pay the sum of £18,379 to the Council

SIGNED by

Director of Worthing Homes Limited

In the presence of

Company Secretary

SIGNED by

Authorised Signatory of The Chichester Diocesan Fund and Board of Finance (Incorporated)

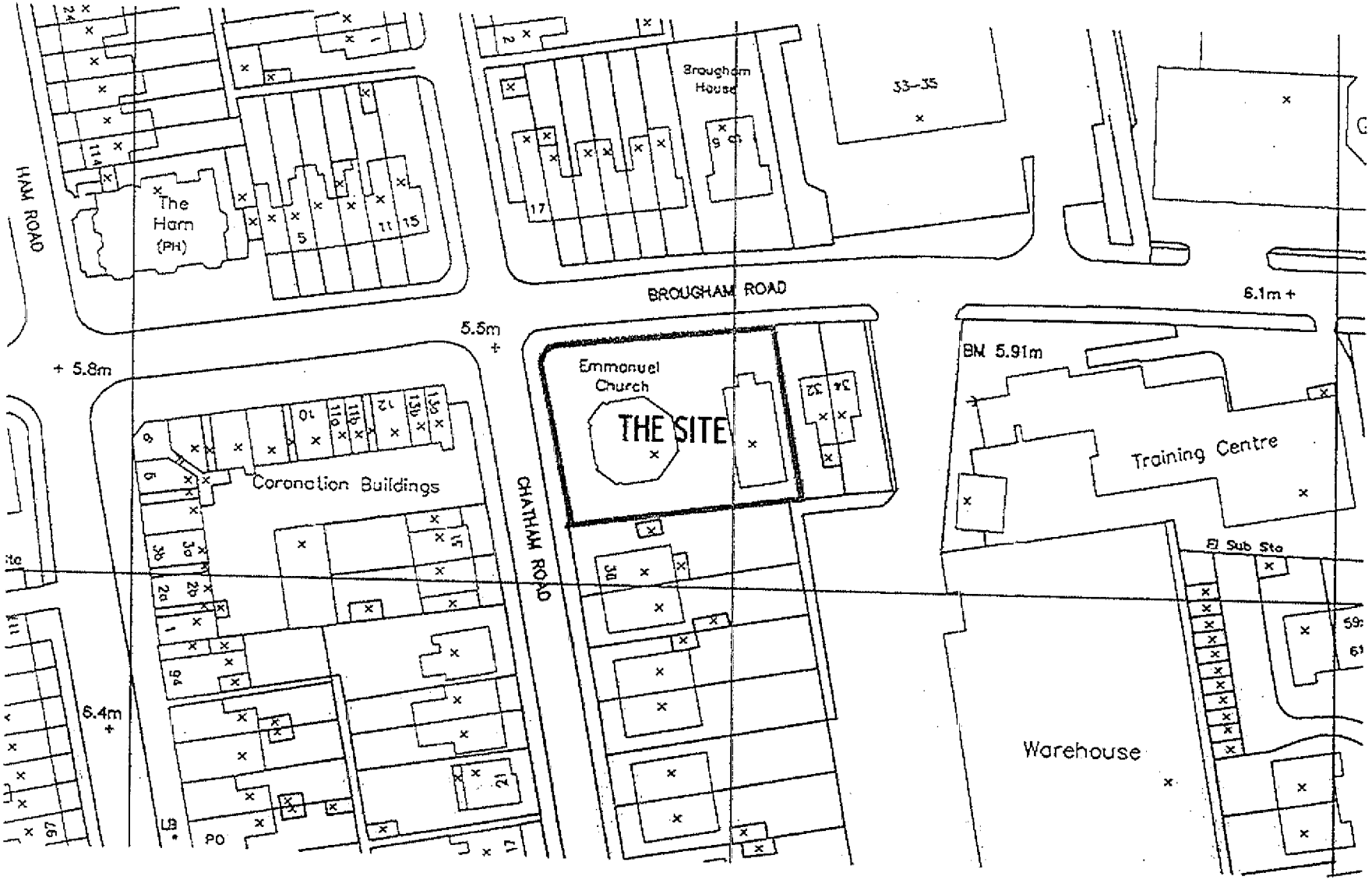
In the presence of

4 July 2008

SIGNED BY

REVD. BRIAN ROBERT PENFOLD

ON BEHALF OF
The Parochial Church
Council of St George's Worthing


HAM ROAD
The Ham (PH)
Brougham House
33-35
BROUGHAM ROAD
6.1m +
5.5m +
+ 5.8m
Emmanuel Church
THE SITE
BM 5.91m
Training Centre
Coronation Buildings
CHATHAM ROAD
El Sub Sta
Warehouse
6.4m +
PO