DATED 10 DECEMBER 2007

UNILATERAL UNDERTAKING

by

WORTHING HOMES LTD

Relating to

36 Wordsworth Road, Worthing,

West Sussex, BN11 3PJ

THIS UNILATERAL UNDERTAKING is made the 10th day of DECEMBER ..

Two thousand and seven

BY WORTHING HOMES LTD (the Owner) of Davison House, North Stret, Worthing, West Sussex, BN11 1ER

RECITALS:-

A. The owner is the owner of the land known as 36 Wordsworth Road, Worthing, BN11 3PJ (registered at the H M Land Registry under Title Number WSX232415) 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/07/0944/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/07/0944/FULL by the Council to the land

1.4 **Development** means the construction of 10 one and two bedroom flats

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 shown edged red on the Plan

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/07/0944/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 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 1H

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

THE SCHEDULE

1. The Owner hereby covenants with the Council that it will within seven days of the commencement of the development

2. (i) (in relation to the provisions of Sustainable Transport Measures) pay the sum of £9,100 to the Council.

   (ii) (and in relation to the provisions of Outdoor Recreation Space) pay the sum of £9,787.99 to the Council

   making a total of £18,887.99

SIGNED by

[redacted]

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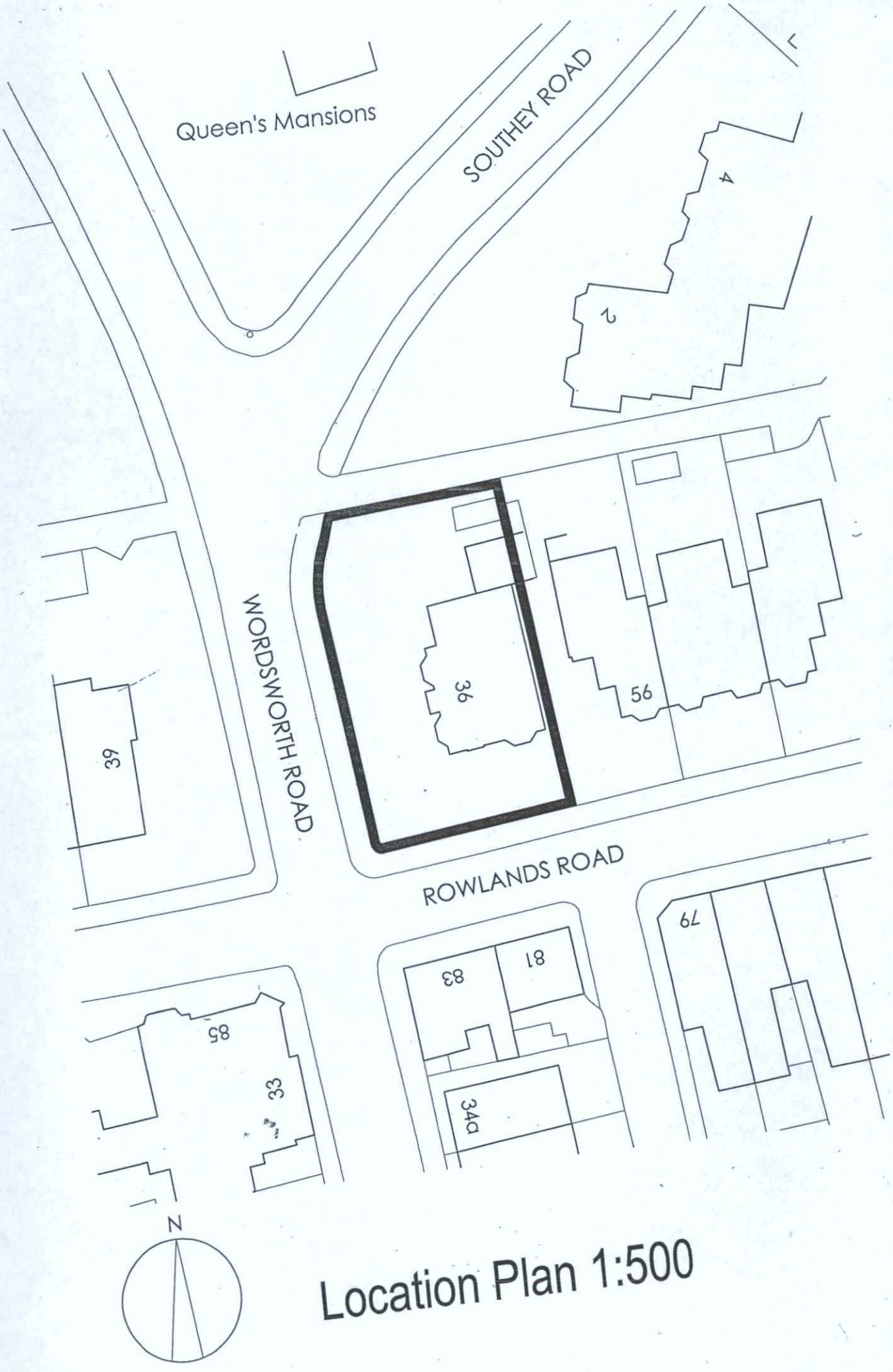
Director of Worthing Homes Ltd

In the presence of S. O'BRIEN.

Ref: 000419
26 January 2004



Location Plan 1:500