This Planning Obligation is made the …… day of …….. 2026 and is given in the form of a Unilateral Undertaking

BY

THE DISTRICT COUNCIL OF ADUR of Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA (hereinafter called **"the Council"**)

TO

WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex PO19 1RQ (hereinafter called **"the County Council"**)

WHEREAS

1. The Council is the registered proprietor under title number WSX332467 of the land at Southwick Recreation Ground, Croft Avenue, Southwick, BN42 4AB, shown for identification purposes only edged red on Plan 1 attached at Schedule 1 of this Unilateral Undertaking (**"the Land"**)

2. The County Council is the Highway Authority for the area in which the Land is situated and is the authority by whom the obligations in this Deed are enforceable

3. The Council has made the Application and is proposing to carry out the Development

4. The Council are willing to give this Unilateral Undertaking to the County Council and have agreed to comply with the terms and conditions contained herein

5. The Council, in its capacity as the local planning authority for the purposes of the 1990 Act and for the administrative area in which the Land is located, has resolved that subject to the completion of this Unilateral Undertaking; Planning Permission shall be granted subject to the conditions for the Development

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NOW THIS DEED WITNESSETH as follows:

1. **Interpretation**

1.1 In this Unilateral Undertaking unless otherwise stated the following expressions shall where the context so admits have the following meanings:

"the 1990 Act" shall mean the Town and Country Planning Act 1990 (as amended);

"the Application" means the application made to the Council under reference number AWDM/0448/26;

"**Commencement of Development"** the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this Deed and for no other purpose, the following operations:

demolition works;

site clearance;

ground investigations;

site survey works;

temporary access construction works;

archaeological investigation; and

erection of any fences and hoardings around the Land;

"the Default Interest Rate" means interest at the rate of 4% above the Bank of England base rate applicable at the relevant payment date which shall be calculated on a day to day basis;

"the Development" shall mean the development authorised by the Planning Permission;

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"Index Linked" means in relation to the County Council Contributions, that the County Council Contributions payable by the Council under this Deed shall be increased by the application of the following formula:

A = B x C/D (where C/D is equal to or greater than 1)

where A is the sum actually payable on the date of payment
B is the original sum mentioned in this Deed
C is the RPI Index preceding the date of payment
D is the RPI Index preceding December 2023
and Indexation shall be construed accordingly;

"the Land" shall mean land at Southwick Recreation Ground, Croft Avenue, Southwick, BN42 4AB, registered under Title Number WSX332467 and shown edged red on Plan 1 attached hereto;

"Occupation" shall mean occupation for any purpose for which the Planning Permission has been granted by the Council other than occupation for the purposes of construction or fitting out or occupation for security, marketing or display and "Occupy" and "Occupied" and "First Occupation" shall be construed accordingly;

"Plan 1" shall mean the plan annexed hereto and marked Plan Number 1;

"the Planning Permission" shall mean a planning permission to be granted by the District Council in respect of the Application;

"RPI Index" means the Retail Prices (All Items) Index as published by the Office for National Statistics and relative only to the Travel Plan Monitoring Fee under this Agreement or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the County Council may specify;

"**the Travel Plan**" means a working travel plan to be created by the Council and submitted to the County Council for its written approval to encourage the use of public transport to the Development, subject to any amendments agreed in writing by the County Council from time to time;

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"**the Travel Plan Co-ordinator**" means the person appointed by the Council responsible for securing the implementation of the Travel Plan;

"the Travel Plan Monitoring Fee" means the sum of three thousand eight hundred and fifteen pounds (£3,815) payable to the County Council for monitoring the delivery of the Travel Plan over the lifetime of the Development.

1.2 Words importing the singular includes the plural and vice versa

1.3 References to clauses, sub clauses, recitals, annexes and schedules are unless otherwise stated references to clauses, sub clauses, recitals, annexes and schedules to this agreement

2. Statutory Provisions

2.1 This Deed constitutes a Planning Obligation for the purposes of Section 106 of the Act, Section 111 of the Local Government Act 1972, 1 of the Localism Act 2011 and all other powers and the covenants, restrictions and obligations contained herein are planning obligations for the purposes of Section 106 of the Act and are entered into by the Council with the intention that they bind the Council's respective interests in the Land and those of their successors and assigns

2.2 This Unilateral Undertaking shall have full force and effect from the date hereof

2.3 The obligations in this Deed are conditional upon and will not take effect until the grant of Planning Permission except clauses 4, 5 and 6

2.4 The Planning Obligations contained in this Deed are enforceable by the County Council

3. The Council's covenants

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3.1 The Council hereby covenants with the County Council that prior to Occupation of the Development the Council shall pay to the County Council the Travel Plan Monitoring Fee, Index Linked

3.2 It is hereby acknowledged for the avoidance of doubt and without prejudice to the above that the County Council is authorised to apply the Travel Plan Monitoring Fee towards the monitoring of the Travel Plan for the lifetime of the Development

3.3 To submit the Travel Plan for approval prior to Commencement of the Development

3.4 Not to Occupy or permit Occupation of the Development unless a Travel Plan Co-ordinator has been appointed. The Council shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed

3.5 Upon First Occupation the Council shall implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Council and the County Council (in writing) that there is no need for a Travel Plan

4 Interest

If any sum or amount has not been paid to the County Council by the date it is due, the Council shall pay the County Council interest on that amount at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

5 Miscellaneous

5.1 This Deed is a Local Land Charge and shall be registered as such by the Council

5.2 The Council shall give notice in writing to the County Council of the date of the Commencement of the Development ("**the Commencement Notice**"). The Commencement Notice shall be sent to the County

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Council's Planning Monitoring and Records Team at the address herein and shall be delivered as follows:

a) By hand; or
b) Sent by pre-paid first class post of other next working day delivery service

5.3 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.

5.4 The Council shall pay to the County Council on or before the date of this Deed the County Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed.

5.5 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest

5.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

5.7 No waiver whether express or implied by the County Council of any breach or default by the Council in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default

5.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if the Commencement Date has not occurred in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission

6. <u>Governing Law</u>

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This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

IN WITNESS whereof this Unilateral Undertaking has been executed as a Deed and Delivered on the day and year written above.

The COMMON SEAL of)
The District Council of Adur)
was hereunto affixed)
in the presence of:-)

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Plan 1

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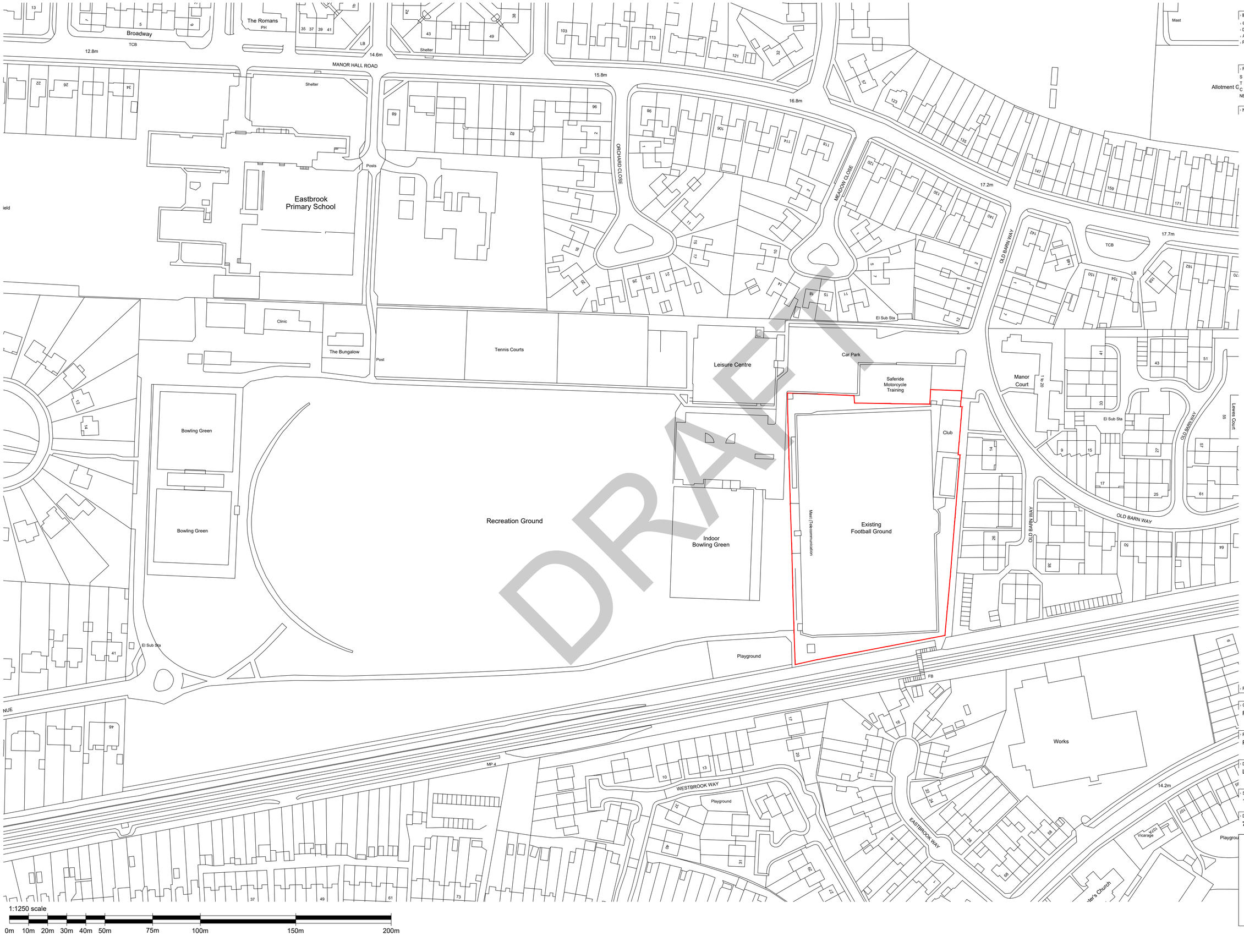

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IMPORTANT

- © This drawing is copyright and remains the property of this practice
- Do not scale this drawing
- All dimensions to be checked on site
- Positions of existing services to be confirmed prior to proceeding

REVISION STATUS

S Information issued for feasibility or scheme design
T Information issued for tender purposes only
C Information issued for Construction
NB: Only those drawings containing a C revision to be used for construction

NOTES

REVISION	DATE	DESCRIPTION

CLIENT
Russell Martin Foundation

PROJECT
Proposed 3G Pitch and Clubhouse

DRAWING TITLE
Location Plan

SCALE	DATE	DRAWN	CHECKED
1:1250@A2	Apr'23	DG	MBT

DRG NO.
7217_01

REVISION

FWP
6 & 7 RIBBLESDALE PLACE
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