WB/09/0922/FUL

DATED 6th October 2010

UNILATERAL UNDERTAKING

by

EDWARD SYDNEY TAYLOR

And

ANDREW EDWARD TAYLOR

In favour of

WORTHING BOROUGH COUNCIL

Relating to

Land at Martlets Way Goring By Sea Worthing West Sussex

West Sussex

5068/101828

THIS UNILATERAL UNDERTAKING is made the day of Two thousand and ten

By **EDWARD SYDNEY TAYLOR and ANDREW EDWARD TAYLOR** of Bishopstone 36 Crescent Road Worthing West Sussex BN11 1RL trading as Worth Enterprises (the Owner) **in favour of Worthing Borough Council**

RECITALS:-

A. The Owner is the owner of the land known as Land North of Martlets Way Worthing West Sussex (registered at the H M Land Registry under Title Number WSX287089) 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/09/0922/OUT

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. W8/09/0922/OUT by the Council to the Land

1.4 **Development** means the outline application for commercial Development comprising class B1 units together with a new access road.

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 described in Recital A hereof

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/09/0922/OUT

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 legal fees in checking the contents of this agreement is correct and the Owners title valid up to a maximum of four hours work whether or not this matter proceeds to completion.

THE SCHEDULE

1. The Owner hereby covenants with the Council that it will upon first occupation of any unit in the property pay to the Council the sum of Fourteen thousand and fifty pounds (£14,050) for or towards improvements to local transport facilities

PROVIDED THAT where the date for payment of the sums in respect of transport 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 **EDWARD SYDNEY TAYLOR** [redacted]
Owner

In the presence of:- [redacted]

40 TURNER ROAD WORTHING BN14 8PZ
DIRECTOR

SIGNED by **ANDREW EDWARD TAYLOR** [redacted]

In the presence of:- [redacted]

40 TURNER ROAD WORTHING BN14 8PZ
DIRECTOR

Official copy of title plan

Ordnance Survey map reference **TQ1103SW**
Scale **1:1250**
Administrative area **WEST SUSSEX : WORTHING**



©Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

