WB/09/0756

DATED 9 October 2009

UNILATERAL UNDERTAKING

By

J W Stratton Limited

Relating to

7 Hammond Drive and Woodlands,

Durrington Hill, Worthing,

West Sussex

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

BY J W Stratton Ltd (Company Registration Number 363119) whose registered office is at 1 Mill Lane, Shoreham by Sea, West Sussex BN43 5AB (the Owner)

RECITALS:-

A. The Owner is the owner of the land known as 7 Hammond Drive, and `Woodlands`, Durrington Hill, Worthing, West Sussex BN13 2PE (registered at the Land Registry under Title Number WSX311640) 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/09/0756/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 Number WB/09/0756/FULL relating to the land at 7 Hammond Drive and Woodlands, Durrington Hill, Worthing, West Sussex BN13 2PE

2 **Development** means the construction of 9 two and three bedroom houses and car barns at the Land

2.1 **Commencement of the Development** means implementation by the carrying out of a material operation as defined in Section 56(4) of the Act

2.2 **The Owner** shall include its successors in title and assigns

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

2.4 **The Land** means All That land being 7 Hammond Drive and 'Woodlands' Durrington Hill, Worthing, West Sussex, BN13 2PE

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

2.6 **The Planning Permission** is the Permission granted under Application Number WB/09/0756/FULL and dated ( ) 2009

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.

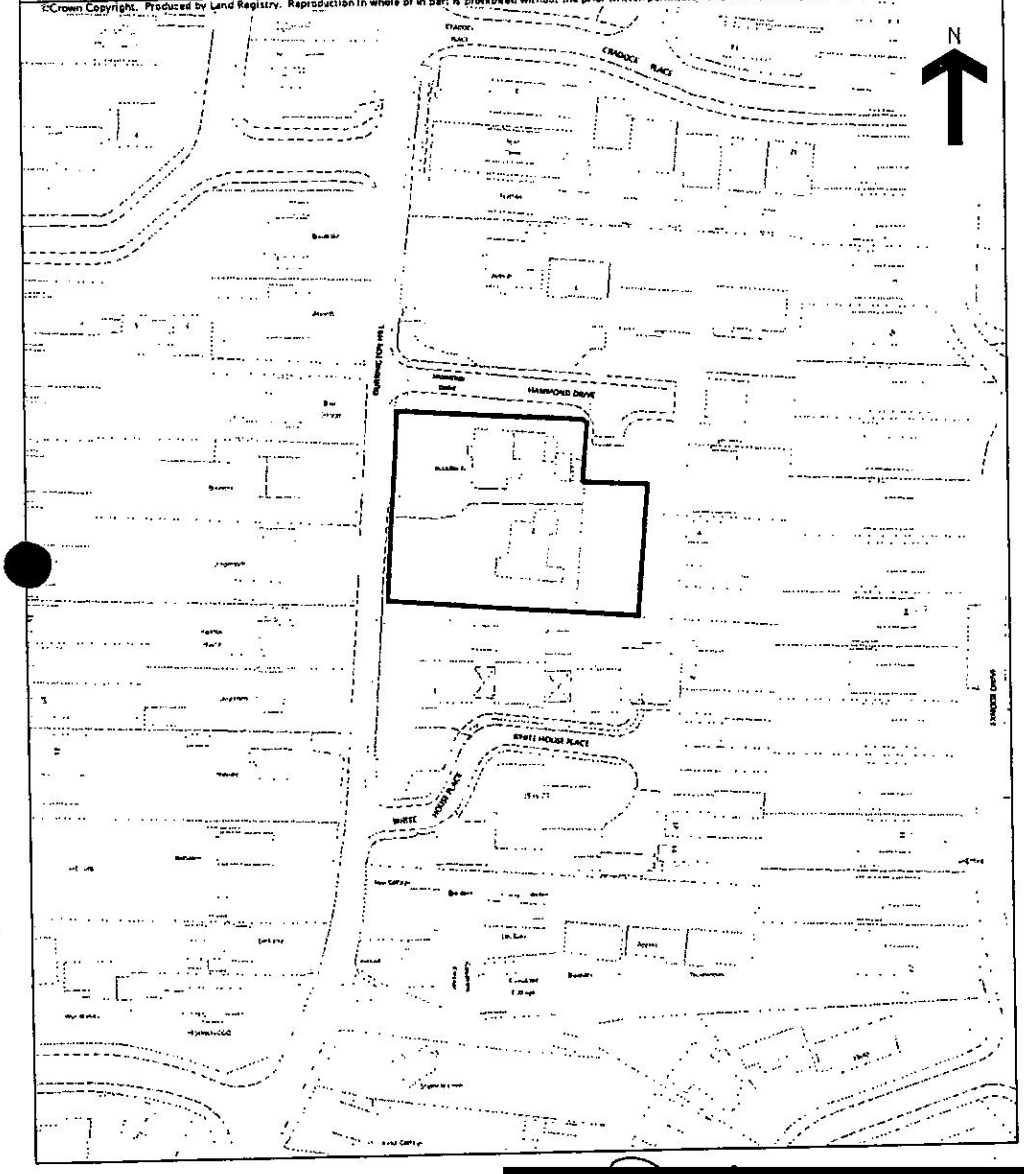
2.7 **ANY** notice, consent or approval required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by prepaid first class recorded delivery post, telex or facsimile transmission. The address for service of any such notice consent or approval as aforesaid shall in the case of the Owner be the address given above or such address for service as shall subsequently be notified in writing by the Owner to the Council and in the case of the Council shall be Worthing Borough Council Town Hall Chapel Road Worthing West Sussex BN11 1HB

Land Registry
Official copy of
title plan

Title number WSX311640
Ordnance Survey map reference TQ1205NW
Scale 1:1250
Administrative area WEST SUSSEX: WORTHING



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[redacted]

2.8 THE Owner agrees to pay the Council's reasonable legal costs in checking the contents of this Agreement are correct and the Owner's title valid.

THE SCHEDULE

The Owner hereby covenants with the Council that it will within seven days of the commencement of the Development pay the sum of £14,080 to the Council in relation to the provision of highways in the Worthing Borough

PROVIDED THAT where the date for payment of the sum in respect of the provision of highways is after the date of this Deed then that payment 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 J W STRATTON LIMITED)
acting by one of its Directors)
In the presence of

[redacted]

[redacted]

Witness signature
Witness name
Address

2 Parsonage Road
Henfield
West Sussex
BN5 9JG

Occupation

Company Secretary