01622 690691
BRACHERS SOLICITORS

WB/07/1177/FUL

Dated 10th December 2007

UNILATERAL UNDERTAKING

By

THE SUSSEX PARTNERSHIP NHS TRUST

Relating to

Land at 12 Queen's Road,Worthing, West Sussex

THIS UNILATERAL UNDERTAKING is made the 10th day of December Two thousand and seven

BY THE SUSSEX PARTNERSHIP NHS TRUST of Swandean Arundel Road Worthing West Sussex BN13 3EP

RECITALS:-

A. The Owner is the owner of the Land known as 12 Queens Road and 43 Madeira Avenue Worthing West Sussex (registered at the HM Land Registry under Title Numbers WSX143057 and WSX128182 respectively) shown edged red on the plans attached hereto and referred to as "Land A" and "Land B" respectively

B. Worthing Borough Council (the Council) is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) and for he Administrative Area in which Land A and Land B are situated

C. The Owner has made an application to the Council for Planning Permission which has been given Planning Reference Number WB/07/1177/FUL and which seeks permission for "The Development"

D. The Council has resolved to grant permission for The Development subject to the completion of this Undertaking

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/07/1177/FUL by the Council

1.4 **Development** means the change of use of Land A from a residential home to offices and associated outpatient consulting rooms

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 **Occupation** shall mean the occupation of any of the accommodation at Land A as offices or consulting rooms

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

1.8 **The Plans** mean the plans annexed hereto

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/07/1177/FUL

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 Land A 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 is registerable as such by the Council

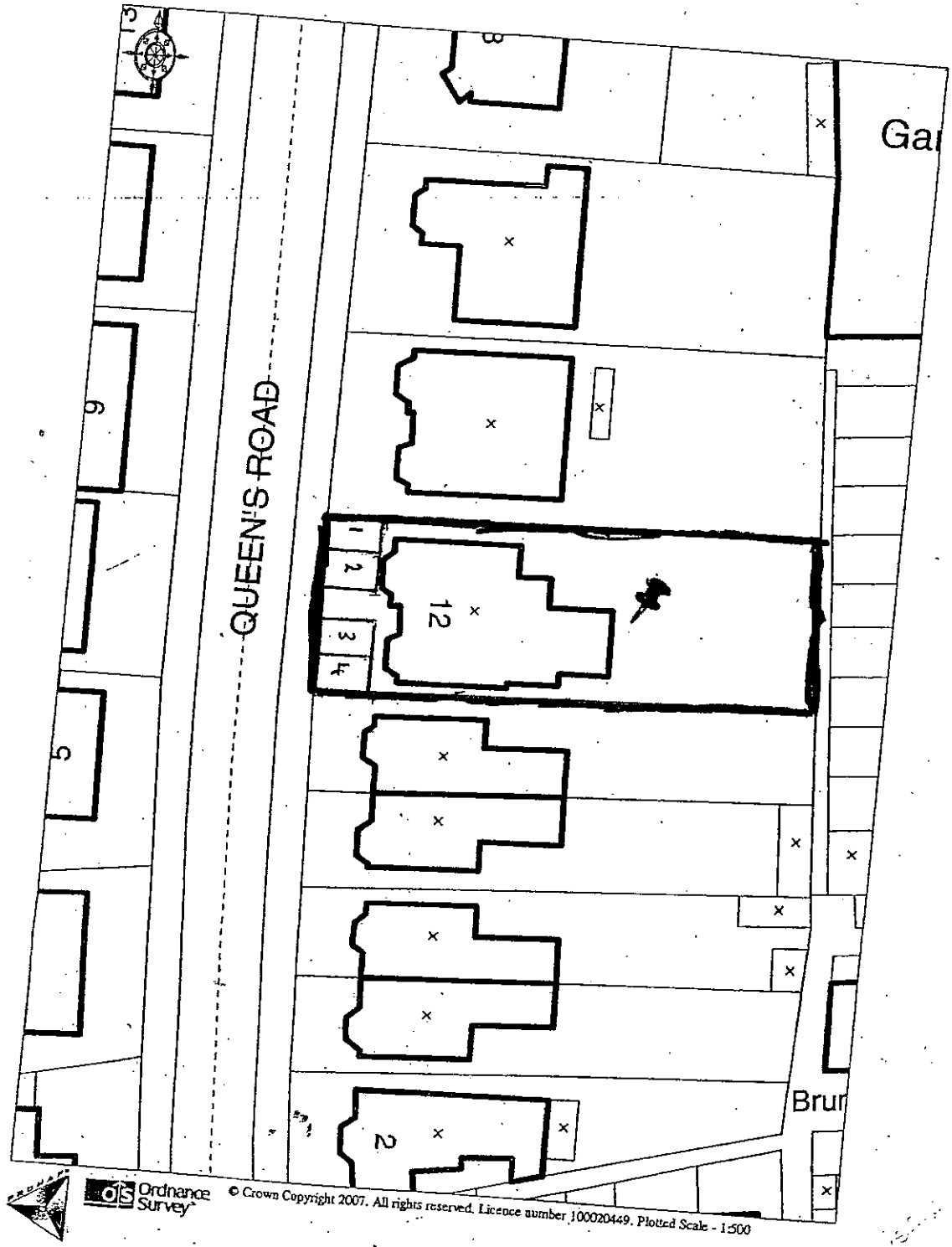
2.6 **THIS** Deed shall be governed by and construed in accordance with the Laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts

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, 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

LAND A.

Property & Facilities Management
Worthing Borough Council



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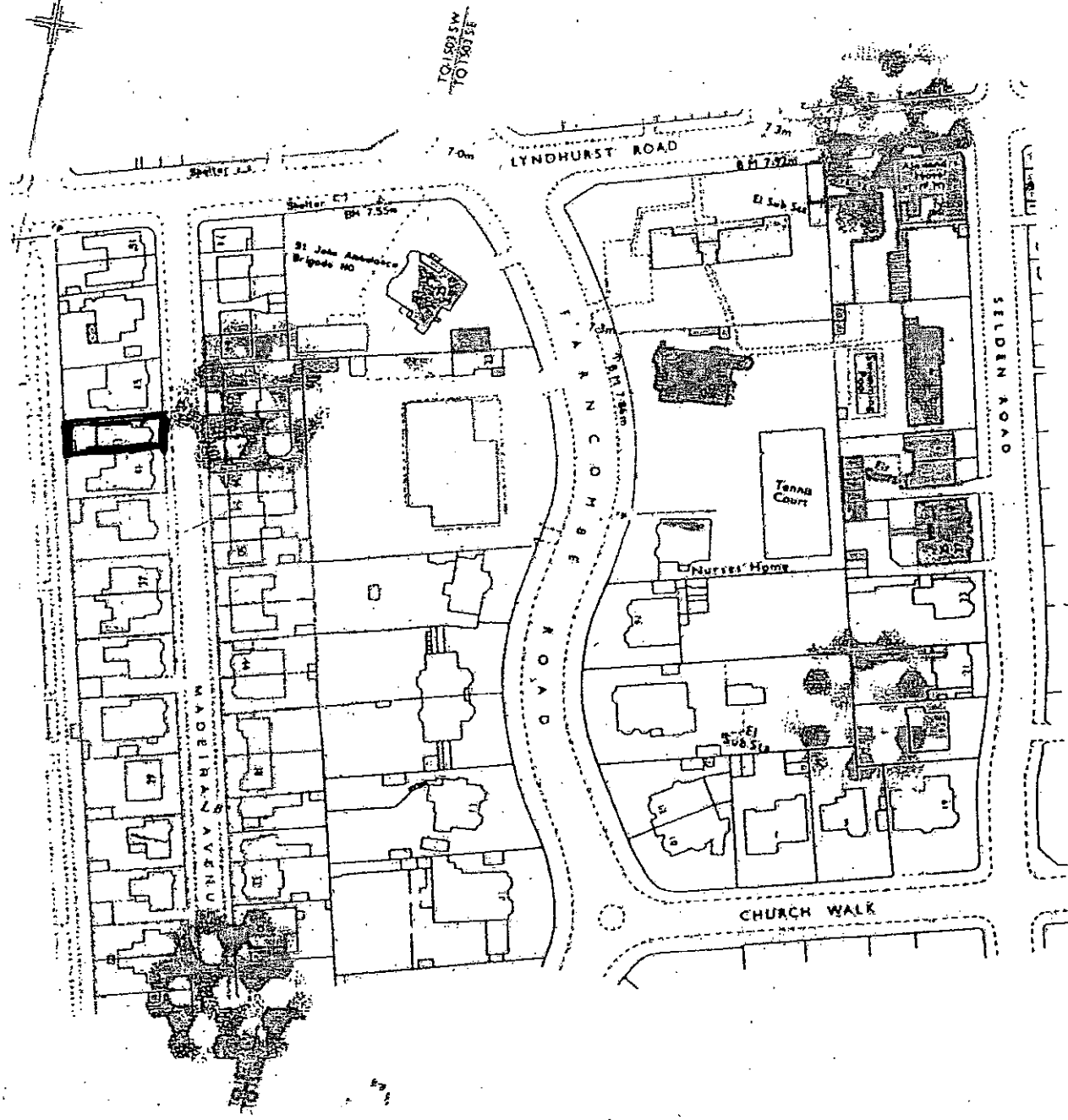
12 Queens Road

[redacted]

LAND B

H.M. LAND REGISTRY

TITLE NUMBER	
WSX 128182	
ORDNANCE SURVEY PLAN REFERENCE: TQ1502	SECTION E
COUNTY: WEST SUSSEX	DISTRICT: WORTHING
Scale 1/1250	© Crown copyright 1976



[redacted]

FILED PLAN
H.M.L.R.
REGISTRY

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THE SCHEDULE

The Owner hereby covenants with the Council that it will prior to the occupation of Land A in accordance with the Planning Permission submit a registerable planning application for the change of use of Land B 43 Madeira Avenue, Worthing, BN11 2AX from its current use (Class B1) to a residential use (Class C3) and that within a period of 6 months of the occupation of Land A or a grant of planning permission for Land B whichever is the later the residential use of Land B shall be implemented/brought into use

Signed by)
)
)
Owner/Company Secretary/Director/Authorised Signatory

In the presence of

Witness Name: Ian Reading

Address: Swandean, Arundel Road, Worthing
West Sussex BN13 3EP

Occupation: Chartered Surveyor.

[redacted]