WB/07/1424/u

DATED 12 September 2008

UNILATERAL UNDERTAKING

by

Worthing Homes Limited

Relating to

The former Norfolk Hotel site

Chapel Road, Worthing

West Sussex

THIS UNILATERAL UNDERTAKING is made the 12th day of September Two thousand and eight

BY WORTHING HOMES LIMITED Registered Number 3517244 whose registered office is Davison House North Street Worthing West Sussex BN11 1ER (the Owner)

RECITALS:-

A. The owner is the owner of the land known as the former Norfolk Hotel site Chapel Road Worthing West Sussex (registered at the H M Land Registry under Title Number WSX167024) shown edged red on the plan attached hereto

B. The Borough Council is the Local Planning Authority for the purposes of the Act and for the Administrative Area in which the land is situated and is empowered to provide community facilities, public open space and housing for that area

C. The owner having now made an application to the Council for Planning Permission and Planning Reference Number WB/07/1424/FULL

D. The owner considers that the land should be bound by this Planning obligation in the manner hereinafter contained.

DEFINITIONS

1. Deed the following In this 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/07/1424/FULL by the Council to the land

1.4 **The Development** means the re-development of the land with a seven storey block to provide both commercial and residential accommodation, comprising ground floor retail unit with 51 apartments over, associated external works, landscaping and parking

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

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

1.7 **The Land** means All That land being the former Norfolk Hotel site Chapel Road Worthing West Sussex

1.8 **The Planning Obligation** means the Planning Obligation set out in the Schedules, 1,2, and 3 to this Agreement

1.10. **The Planning Permission** is the Permission granted under the Application

2. 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 Borough 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 Schedule 1 hereto to the effect that the land and every part thereof shall be permanently subject thereto.

2.3 **THE** Owner covenants with the Borough Council that it will abide by the provision of Schedule 2 to this Agreement.

2.4 **THE** Owner covenants with the Borough Council that it will transfer 15 of the flats in the Development to a Registered Social Landlord in accordance with the provisions in Schedule 3 to this Agreement

2.5 **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.

2.6 **A** person (other than the Borough 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.

2.7 **THIS** Deed is a Local Land Charge and is registerable as such by the Borough Council.

2.8 **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.

2.9 **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 Borough Council shall be The Town Hall Chapel Road Worthing West Sussex BN11 1HA

2.10 **THE** Owner agrees to pay the Borough Council's reasonable legal costs incurred in connection with the preparation and negotiation of this Deed

THE SCHEDULE 1

1. The Owner hereby covenants with the Borough Council that it will make the following payments to the Borough Council on first

occupation of the development a total of £65,323 for the provision of both an equipped children's play space, and adult/youth outdoor sports facilities.

2. The Owner hereby covenants with the Borough Council that it will make the following payments to the Borough Council on first occupation of the development the sum of £52,731 for the provision of a Total Access Demand payment for transport infrastructure and £312 for the provision of Fire Service infrastructure.

3. The Owner hereby covenants with the Borough Council not to occupy the Development until the above Contributions are paid

SCHEDULE 2

The owner covenants with the Borough Council that:

1. Where the date of payment of any of the sums to be paid under the provisions of Schedule 1 or Schedule 2 above is made after the due date 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 due date and the quarter preceding the date of payment.

2. In respect of any sums not paid to the Borough Council on the due date for payment in accordance with this Agreement to pay interest on such sums from the due date for payment until actual payment at 4% above the base lending rate of the Bank of England applicable at the date the payment is received.

SCHEDULE 3

The Owner covenants with the Borough Council that it will:-

1. transfer 15 two bedroomed flats of at least 57 square metres gross internal floor area [or such mix of property type as otherwise agreed by the Owner and Borough Council] to a Registered Social Landlord nominated by the Borough Council, to be let as Social Rented Units

2. Such transfer to be at an appropriate price, to be agreed with the Borough Council which should not exceed reasonable build cost (excluding land value only), or other price to be agreed with the Borough Council, prior to the commencement of development

3. To build the Social Rented Units to Worthing Homes Limited Standard Specification, or other specification to be agreed with the Borough Council prior to the commencement of development.

4. That the Borough Council will be entitled to nominate to the Social Landlord occupiers for the Social Rented Units in accordance with its Standard Nominations Agreement

IN WITNESS whereof this Agreement has been executed the day and year written above

Executed as a Deed by the Owner)
WORTHING HOMES LIMITED)
in the presence of:-)

Director

Secretary

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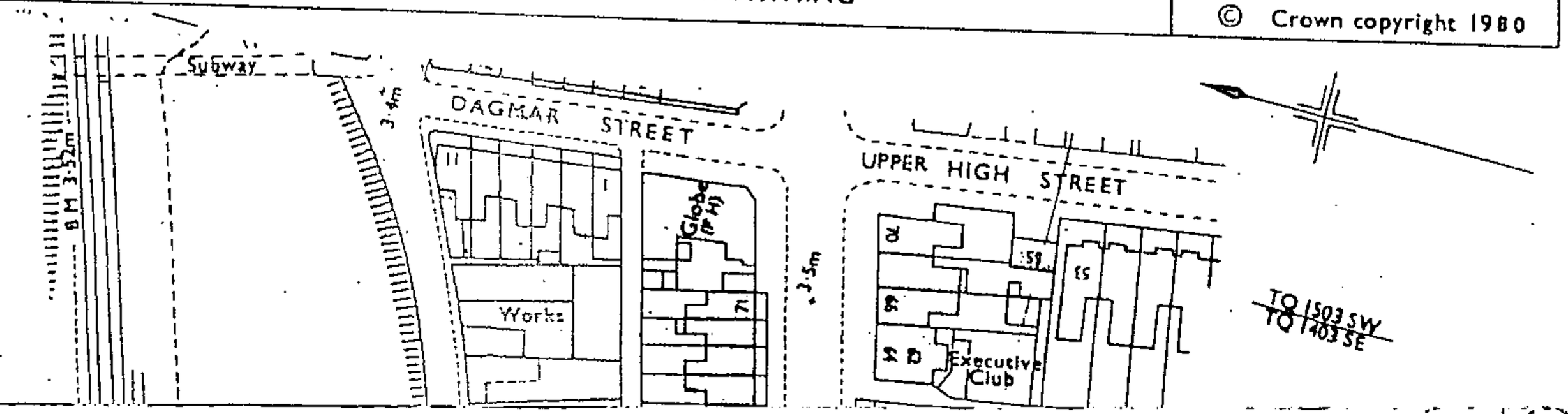
H.M. LAND REGISTRY

		TITLE NUMBER	
		WSX 167024	
ORDNANCE SURVEY PLAN REFERENCE	TQ 1403	SECTION N	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT WORTHING		© Crown copyright 1980



is official copy issued on 21 February 2007 shows the state of this title plan on 21 February 2007 at 12:25:22.
s admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
is title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan
ıy not match measurements between the same points on the ground. See Land Registry Public Guide 7 - Title Plans.
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