

DATED _____ **2015**

SOUTH COAST PROPERTIES LIMITED

And

PETER HARRY HALCROW VERSTAGE

And

WEST SUSSEX COUNTY COUNCIL

UNILATERAL UNDERTAKING

Relating to land known as
Land at the rear of 3 Church Road Littlehampton West Sussex pursuant to
Section 106 of the
Town and Country Planning Act 1990 (as amended)

THIS UNILATERAL UNDERTAKING is made the day of 2015

BY :-

1. **The Developer** **SOUTH COAST PROPERTIES LIMITED** of 20
Majestic Apartments King Edward Road Onchan
Isle of Man IM32BD

2 **The Mortgagee:** **PETER HARRY HALCROW VERSTAGE** of 20
Majestic Apartments King Edward Road Onchan Isle of Man IM32BD

RECITALS :-

1. The Developer wishes to construct the Development pursuant to the planning application upon the Site;
2. The Developer is the freehold owner of the Site registered at the Land Registry with freehold title absolute under Title Number WSX194251
3. The obligations contained in this agreement are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990;
4. The Council is the local planning authority by whom the obligations in this agreement are enforceable;
5. The parties to this Deed are satisfied that the restrictions and provisions contained in this Deed are relevant to planning considerations concerning the Site, fairly and reasonably relate to the Development, fairly and reasonably relate in scale and kind to the Development and are reasonable in all respects;
6. The Developer made the Application to the Council which was given the reference

NOW THIS DEED WITNESSETH

1 Definitions and Interpretation

the following words and phrases shall unless the context otherwise requires bear the following meanings: -

"Acts"	Section 106 of the Town and
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	Country Planning Act 1990, Section 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and Acts pursuant to which the parties hereto shall be empowered to enter into this Deed;
"Application"	Application for planning permission reference number received by the Council for permission to carry out the Development upon the Site;
"Council"	West Sussex County Council which shall include its successors and assigns from time to time;
"Developer"	The party of the first part which shall include its successors and assigns from time to time;
"Development"	Means the development pursuant to the planning application;
"Permission"	Planning permission for the Development;
*Traffic Regulation Order"	Means a traffic regulation order made within three years of the date of first occupied dwelling on the Site to restrict parking at any time across the access to the Site from Church Road.
"Site"	The freehold land at the rear of 3 Church Road Littlehampton West Sussex

2 Construction of This Deed

- 2.1** Any covenant by the Developer or the Council not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred;
- 2.2** Any references to any particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it;
- 2.3** Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed;
- 2.4** The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed;
- 2.5** The Council will on written request from the Developer and/or Owner and on payment of its reasonable costs and expenses certify whether or not an obligation under this Deed has been satisfied;
- 2.6** No person shall be liable for any breach of any of the planning obligations or other provision of this Deed after it shall have parted with its entire interest in the site but without prejudice to liability for any subsisting breach arising prior to parting with such interest;
- 2.7** Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;

3 Planning Obligations

This Deed is made pursuant to the Acts and both the positive and restrictive covenants and undertakings herein on the part of the Developer and the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Developer and the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer and the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an originating covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

4 Entry Into Force

None of the terms of this Deed (with the exception of this clause) this Deed shall come into effect until the date upon which the Secretary of State grants planning permission;

5 No Encumbrance

The Developer and the Owner HEREBY UNDERTAKE with the Council that it will not enter into any covenant or agreement relating to any part of the Site whose effect would be to preclude the carrying out of the planning obligations and covenants contained in this Deed Provided That for the avoidance of doubt this Clause will not prevent any disposal or dealing by grant of lease or otherwise with the Developer's and Owner's interest in any part of the Site

6 General Provisions

IT IS HEREBY AGREED AND DECLARED that:

- 6.1 The covenants on behalf of the parties hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975; and
- 6.2 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions and the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.
- 6.3 The Developer and the Owner enter into this Undertaking in support of the Application and intend to be bound by and observe and perform the Undertakings herein.
- 6.4 The Owner consents to the Council registering this Deed against the Owner's Title at the Land Registry.

7 Undertakings by the Developer and the Owner

The Developer and the Owner Undertake with the Council:

- 7.1 That it shall pay to the Council the sum of £5,500.00 within twenty one days of the making of the Traffic Regulation Order;

7.2 To give not less than five working days written notice to the Council of the date of the first proposed occupation of a Residential Unit.

8 Service of Notices

All notices requests and demands or other written communications to or upon the respective parties hereto pursuant to this deed shall be deemed to have been properly given or made if dispatched by first class letter or facsimile transmission to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

(a) if to the Council:

West Sussex County Council at
County Hall Chichester, west
Sussex PO19 1RQ

Email transmission:



Attention:

Tanneth Melhuish

(b) if to the Developer:

20 Majestic Apartments King
Edward Road Onchan Isle
Of Man IM32BD

9. Third Parties

Without prejudice to the definitions of "the Council" and "Developer" given in clause 1.1 hereof it is not intended that this agreement should give rights hereunder to a third party arising solely by virtue of the Contract (Rights of Third Parties) Act 1999

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written

