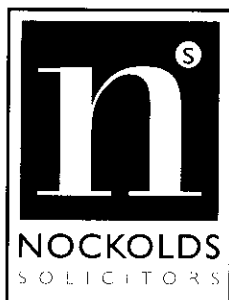


14/10/05

To: Planning Services

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from: Legal services.



Market Square, Bishop's Stortford  
Hertfordshire CM23 3UZ

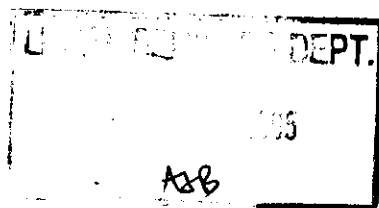
general enquiries: 01279 755777  
fax: 0870 052 6846  
email: post@nockolds.co.uk

DX 50400 Bishop's Stortford  
www.nockolds.co.uk

also at Sawbridgeworth

Legal Department  
Rochford District Council  
DX 39751  
Rochford

our ref: T/ph/Higgins 7-112  
your ref:  
telephone: **01279 712539**  
direct fax: **08700 526846**  
email: **t@nockolds.co.uk**  
date: **13 October 2005**  
GN001



Dear Sirs

**36 Hockley Road Rayleigh**  
**Unilateral Undertaking Section 106 Town & Country Planning Act 1990**

Further to our letter of the 10 October, we enclose a copy of the executed Undertaking which was delivered to the Planning Inspectorate yesterday, 11 October.

Yours faithfully



**NOCKOLDS**

PARTNERS: Nicholas Belcher *Senior Partner & Notary Public*, Michael Stark, Michael Talbot, Peter King, Lynn Cowley, Diana Smillie, Peter Dodd *Managing Partner*, Darren Hayward

SOLICITORS: Karen Pinn, Sally Brooks, Amanda Reynolds, Jennifer Mumford, Sarah Lawson, Jennie Jones, Amanda Watts, James Brunton, Maria-Christina Peyman, Dawn Salter, Emma Hall, Ignacio Morillas *Spanish Abogado*, Graham Fuller, Daniel Sturman



Community  
Legal Service



Dated 11th October 2005

**HIGGINS HOMES PLC**

and

**BRIAN GEOFFREY DEARMAN and PAULINE  
JOAN HAZEL DEARMAN and GRAHAM PAUL JERWOOD**

and

**ROCHFORD DISTRICT COUNCIL**

and

**ESSEX COUNTY COUNCIL**

---

**UNILATERAL UNDERTAKING**  
re  
**36 Hockley Road Rayleigh**  
**Essex**

---



THIS UNDERTAKING is made  
BY

2005

- (1) "the Developer" : HIGGINS HOMES PLC (CRN 843093) whose registered office is at One Langston Road Loughton Essex IG10 3SD and
- (2) "the Owner" : BRIAN GEOFFREY DEARMAN and PAULINE JOAN HAZEL DEARMAN of 36 Hockley Road Rayleigh Essex SS6 8EB and GRAHAM PAUL JERWOOD of Kingsview Court 4 Hodgson Way Wickford Essex SS11 8YF

TO:

- (3) "the District Council" : ROCHFORD DISTRICT COUNCIL of Council Offices Rochford Essex

AND

- (4) "the County Council" : ESSEX COUNTY COUNCIL of County Hall Chelmsford Essex

## 1. INTERPRETATION

In this Undertaking where the context requires

### 1.1. Interpretation

these words have these meanings:

- "Application" the application for planning permission received by the Council on 14 March 2005 and given reference number 05/00208/FUL to develop the Land for the Development
- "Development" the demolition of bungalow and the erection of twenty-two apartments, two bungalows with required refuse, cycle storage, parking and

"Dwellings"	landscaping (within a two, two and half and single storey building) the dwellings to be provided pursuant to the Development and "Dwelling" shall be construed accordingly
"Education Payment"	the sum of £25,636 to be paid to the Council pursuant to Clause 5.2.1 for the purpose of assisting in the provision of additional school places
"Implementation"	the commencement of the Development on the Land by the carrying out of a material operation as defined in Section 56 of the 1990 Act other than <ol style="list-style-type: none"> <li>1. works of demolition</li> <li>2. site clearance</li> <li>3. ground investigation</li> <li>4. archaeological investigation</li> <li>5. construction of boundary fencing or hoardings</li> <li>6. noise attenuation works</li> <li>7. laying of services and service media</li> <li>8. construction of temporary accesses</li> </ol>
"Implementation Date"	the date on which Implementation Occurs
"Land"	the land shown edged red on the Plan known as 36 Hockley Road Rayleigh Essex
"Occupy"	occupy for any use other than for the purposes of construction fitting out or marketing and "Occupied" and "Occupation" shall be construed accordingly
"1990 Act"	the Town and Country Planning Act 1990 as amended

## 1.2. Rules of Interpretation

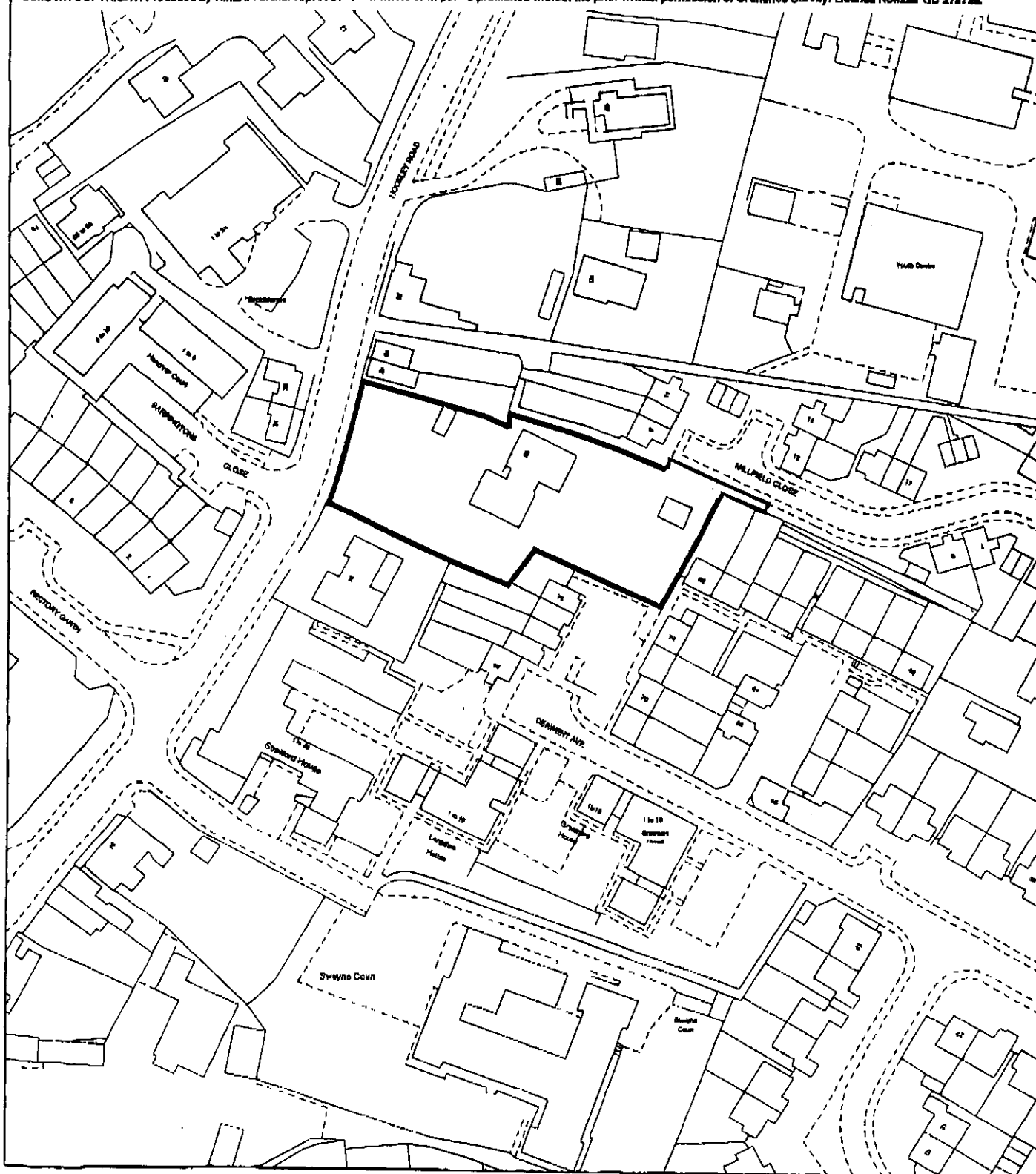
**LR**TITLE NUMBER  
**EX692129****ESSEX : ROCHFORD**

ORDNANCE SURVEY MAP REFERENCE:

TQ80015E

SCALE 1:1250

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This title plan shows the general position of the boundaries; it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground. For more information see Land Registry Public Guide 7 - Title Plans.

This official copy shows the state of the title plan on 23 October 2004 at 9:50:26. It may be subject to distortions in scale. Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original. Issued on 25 October 2004.

This title is dealt with by the Peterborough District Land Registry.



these rules of Interpretation apply:

- 1.2.1 any reference to a statute or other legislation shall be construed as a reference to that statute or other legislation as from time to time re-enacted or amended
- 1.2.2 the headings do not affect the Interpretation of this Undertaking
- 1.2.3 if a party consists of more than one person covenants given by that party are joint and several
- 1.2.4 reference to a party includes that parties successors in title and persons claiming through or under them an interest in the Land
- 1.2.5 references to the District Council and County Council includes any successor body exercising the functions currently vested in the District Council and County Council pursuant to the 1990 Act

1.3. Singular and plural meanings

- 1.3.1 the masculine includes the feminine and vice versa
- 1.3.2 the singular includes the plural and vice versa
- 1.3.3 persons includes corporations and vice versa

2. BACKGROUND

- 2.1 The Owner is the freehold owner of the Land and is registered at H.M. Land Registry with freehold absolute title under numbers ~~EX~~ 692129 and EX542591
- 2.2 The Developer has entered into an agreement dated 11 February 2005 with the Owner to purchase the Land
- 2.3 The District Council is the Local Planning Authority for the purposes of the 1990 Act for the administrative area within which the Land is situated
- 2.4 The Application has been submitted to the District Council for the Development of the Land
- 2.5 The County Council is the local education authority for the area and the existing demand for school places is such that there are insufficient vacant places in secondary schools which serve the Land for the children likely to live at the Development who will require education

SIA.  
COP.  
B & D.  
P.S.N.D.  
9/11

- 2.6 The Owner and the Developer have agreed to pay the Education Payment provided in this Undertaking in the event of grant of planning permission for the Development and of Implementation of the Development
- 2.7 The District Council have refused the Application and the Developer has appealed and an appeal against the refusal is being conducted by way of written representations

### 3. STATUTORY AUTHORITY

- 3.1 This Undertaking is made pursuant to:
- 3.1.1 Section 106 of the 1990 Act
  - 3.1.2 Section 111 of the Local Government Act 1972
  - 3.1.3 all other powers enabling it
- 3.2 The terms of this Undertaking are planning obligations for the purpose of Section 106 of the 1990 Act which bind the Land and are enforceable by the District Council as the local planning authority for the administrative area within which the Land is situated
- 3.3 The provisions in this Undertaking have effect subject to Clause 4 but for the avoidance of doubt this Undertaking binds the land from the date of this Undertaking and shall be a local land charge as provided for in Section 106(11) of the 1990 Act

### 4. CONDITIONALITY

This Undertaking is given conditional upon:

- 4.1 the grant of planning permission for the Development and
- 4.2 Implementation of the planning permission for the Development

### 5. UNDERTAKINGS

The Owner and the Developer undertake with the District Council and the County Council so as to bind the Land:

- 5.1.1 to notify the District Council and County Council of Implementation within five working days of the Implementation Date provided that failure to notify



the District Council or County Council shall not affect the validity or legality of Implementation

- 5.2.1 to pay to the County Council the Education Payment within 28 days of the date of the first Occupation of a Dwelling constructed on the land as part of the Development
- 5.2.2 The Education Payment is paid on condition that if at the expiry of a period of five years from the date of payment of the Education Payment the Education Payment has not been spent in whole or in part the County Council shall repay the Education Payment or that proportion which shall not have been spent to the Developer within 28 days of the expiry of such period
- 5.3 not to carry out the Development except in strict accordance with the planning permission for the Development and all conditions attached thereto and with this Agreement or any variation agreed thereto
- 5.4 not to occupy or permit to be occupied more than [twelve] Dwellings on the Development until the Education Payment has been made

#### 6. PAYMENT OF INTEREST

If any payment due under this Undertaking is not paid by the due date Interest shall be paid on such sum at 4% above the base rate of National Westminster Bank plc from time to time in force from the date such sum falls due to the date of actual payment

#### 7. LIABILITY OF PARTIES

- 7.1 Any party which is bound to perform the obligations in this Undertaking is released from all such obligations in respect of the Land upon parting with all interest in the Land except in respect of any prior or subsisting breach of that obligation
- 7.2 The obligations contained in this Undertaking shall not be enforceable against the occupier of an individual Dwelling
- 7.3 The obligations contained in this Undertaking shall not be binding upon any mortgagee or chargee or any manager (including an administrative receiver)

appointed by such mortgagee or chargee unless the mortgagee or chargee takes possession of the Land

### 8. DISPUTE RESOLUTION

If any dispute arises between the Owner and Developer and the District Council or County Council in respect of this Undertaking such dispute shall be referred upon the application of any party to an independent expert agreed upon by the parties or failing such agreement nominated upon the application of any parties by the President for the time being of the Royal Town Planning Institute and such independent expert shall act as an arbitrator and not expert in accordance with the provisions of the Arbitration Act 1996

SIGNED as a Deed  
by the Developer

Director

Secretary/Director

SIGNED as a Deed  
by BRIAN GEOFFREY DEARMAN  
in the presence of:

Witness Signature  
Name  
Address

Occupation

SIGNED as a Deed  
by PAULINE JOAN HAZEL DEARMAN  
in the presence of:

Witness Signature  
Name  
Address

Occupation

ROGER E. MORRAN, Esq. LL.B.  
DOCTOR OF COMMONS  
SOLICITOR  
WITH ALAN JENKINS & CO.  
SOLICITORS  
MILL COURT, 115 LONDON ROAD  
RAYMOND, ESSEX

ROGER E. MORRAN, Esq. LL.B.  
DOCTOR OF COMMONS  
SOLICITOR  
WITH ALAN JENKINS & CO.  
SOLICITORS  
MILL COURT, 115 LONDON ROAD  
RAYMOND, ESSEX

SIGNED as a Deed  
by GRAHAM PAUL JERWOOD  
in the presence of:



Witness Signature

Name

Address



Occupation

ROGER P. JORDAN, F.S.A., F.C.I.  
COAST GUARD VESSEL  
IN THE SERVICE OF THE  
UNITED KINGDOM OF GREAT  
BRITAIN AND IRELAND  
MILL DOCK, LONDON  
E14 3GJ