SECTION 106 UNILATERAL PLANNING OBLIGATION

THIS UNILATERAL PLANNING OBLIGATION is made the FOURTH day of JANUARY two thousand and twenty TWO and given by

(1) Linda Rose Paget of 43 Brighton Road, Lancing, West Sussex, BN15 8RJ ("the Owner")

(2) More 2 Life Limited (Company Registration No 5390268) of whose registered office is at Baines House, Unit 4, Midgery Court, Pittman Way, Preston, PR2 9ZH ("the Mortgagee")

to Adur District Council of the Town Hall Chapel Road Worthing West Sussex BN11 1HA ("the Council")

RECITALS

A The Owner is the registered proprietor under title number WSX22825 of the land at 43 Brighton Road, Lancing, BN15 8RJ shown for identification purposes only edged red on the Plan attached ("the Land")

B The Land is charged to the Mortgagee

C The Council is the Local Planning Authority for the purposes of the Act and for the administrative area in which the Land is situated

D The Owner has by the Application applied to the Council for planning permission to develop the Land by the Development

E The Owner is willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation to facilitate the grant of planning permission by covenanting to ensure the Dependent Relative Accommodation forming part of the Development is used solely by family members of the Owner in order to avoid or mitigate against any adverse effect of the Development

1. DEFINITIONS & INTERPRETATION

In this Unilateral Planning Obligation:

1.1 "the Act" means the Town and Country Planning Act 1990 as amended

1.2 "the Application" means the planning application numbered AWDM/1347/20 made by the Owner for planning permission to develop the Land and shall include any amendment or renewal thereof or any reserved matters application thereunder

1.3 "Commencement of the Development" means the carrying out as part of the Development of the first material operation (within the meaning ascribed in Section 56 of the Act)

1.4 "the Development" means the development of the Land by conversion of the existing garage to form a single storey annexe building with mezzanine storage only to be used as a residential annexe accommodation, as proposed in the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission

1.5 "the Plan" means the plan attached to this Unilateral Planning Obligation

1.6 "Unilateral Planning Obligation" means the planning obligation set out in the clause 4 of this Deed

1.7 Words importing the masculine include the feminine and vice versa

1.8 Words importing the singular include the plural and vice versa

1.9 Words importing persons include companies and corporations and vice versa

1.10 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually

1.11 Any reference to a clause or plan is to one in or attached to this Unilateral Planning Obligation

1.12 Any references to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it

1.13 References to any party to this Unilateral Planning Obligation shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective functions as local planning authority

1.14 The headings are for reference only and shall not affect construction

2. ENABLING PROVISIONS

2.1 This Unilateral Planning Obligation is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers

3 COMMENCEMENT AND DETERMINATION

3.1 This Unilateral Planning Obligation shall come into effect on the date of this Unilateral Planning Obligation

3.2 If the planning permission granted pursuant to the Application shall expire before the Commencement of the Development or shall at any time be revoked

then this Unilateral Planning Obligation shall be determined and shall have no further effect

4. OWNER'S COVENANT WITH THE COUNCIL

4.1 The Owner hereby covenants with the Council to comply with and ensure that the planning obligations contained in the Schedule are complied with.

5. MORTGAGEE'S CONSENT

5.1 The Mortgagee consents to the Owner entering into this Unilateral Planning Obligation and acknowledges that this Unilateral Planning Obligation binds the Land

5.2 The Mortgagee acknowledges and declares that this Unilateral Planning Obligation has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Unilateral Planning Obligation and that the security of the mortgage over the Land shall take effect subject to this Unilateral Planning Obligation PROVIDED THAT the Mortgagee shall otherwise have no liability under this Unilateral Planning Obligation unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

5.3 The Mortgagee consents to the Council registering the planning obligation at clause 4.1 as a restriction against the title of WSX22825 in the terms set out in paragraph 2.3 of the Schedule

6. GENERAL

The Owner acknowledges and declares that:

6.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of Section 106 of the Act

6.2 this Unilateral Planning Obligation constitutes a deed

6.3 this Unilateral Planning Obligation is enforceable by the Council

6.4 this Unilateral Planning Obligation does not nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999

6.5 this deed is a Local Land Charge and is registerable as such by the Council

6.6 this Unilateral Planning Obligation 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

6.7 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Unilateral Planning Obligation after that person has

parted with its interest in the Land but without prejudice to liability for any breach subsisting prior to parting with such interest

6.8 the Owner agrees to pay the Council's reasonable legal costs and disbursements in checking that the contents of this Unilateral Planning Obligation are correct, the Owners title valid and registering a restriction on title WSX22825 with the land registry

6.9 that the Owner and the Mortgagee together have the sole proprietary interest in the Land and that there are no third party interests which would require any other party to give this Unilateral Planning Obligation

SCHEDULE
Occupation by Dependent Relatives

1. DEFINITIONS

1.1 "the Main House" means the building shown edged green on the Plan and known as 43 Brighton Road, Lancing, BN15 8RJ

1.2 "Dependent Relative Accommodation" means the building shown edged yellow the Plan

1.3 "Dependent Relative" means one of the following relatives of the occupier of the Main House or such occupier's spouse:

parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece or any person whom the Head of Planning Services shall in his absolute discretion designate as such in writing, and for the purposes of this clause:

1.3.1 a relationship by marriage shall be treated as a relationship by blood;

1.3.2 a relationship of the half-blood shall be treated as a relationship of the whole blood;

1.3.3 the stepchild of a person shall be treated as his child; and

1.3.4 an illegitimate child shall be treated as the legitimate child of his mother and reputed father.

2. PLANNING OBLIGATIONS

The Owner covenants with the Council with the intent that these are planning obligations for the purpose of Section 106 of the Act:

2.1 Not to dispose of the Dependent Relative Accommodation by way of a sale of the freehold, or by way of lease, or by any other means, separately from the Main House with the intention that the Dependent Relative Accommodation shall always have the same owner as the Main House.

2.2 To ensure that the Dependent Relative Accommodation is not occupied by any person other than a Dependent Relative.

2.3 To apply jointly with the Council within 28 days of this Deed to HM Land Registry for a restriction to be placed in the Charges Register of the Owner's title to the Land substantially in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Adur District Council of the Town Hall Chapel Road Worthing BN11 1HA or its conveyancer that the provisions of paragraph 2.1 and 2.2 of the Schedule to

the Section 106 Unilateral Planning Obligation dated ..... have been complied with or that they do not apply to the disposition".

IN WITNESS of which the Owner and the Mortgagee have executed this Unilateral Planning Obligation on the above date

Executed as a deed by

Linda Rose Paget [redacted]

Signature:... [redacted]

in the presence of

Signature:. [redacted].....

Name of Witness: ROSEMARY MILMINE.

Address of Witness: 8, THE WILLOWS, BARCOMBE BN8 5FJ.

Occupation of Witness: Transformation Manager.

Executed as a deed by

Name of Attorney: [redacted] STEVEN DODD

Signature: ... [redacted]

As attorney for More 2 Life Limited under a power of attorney dated

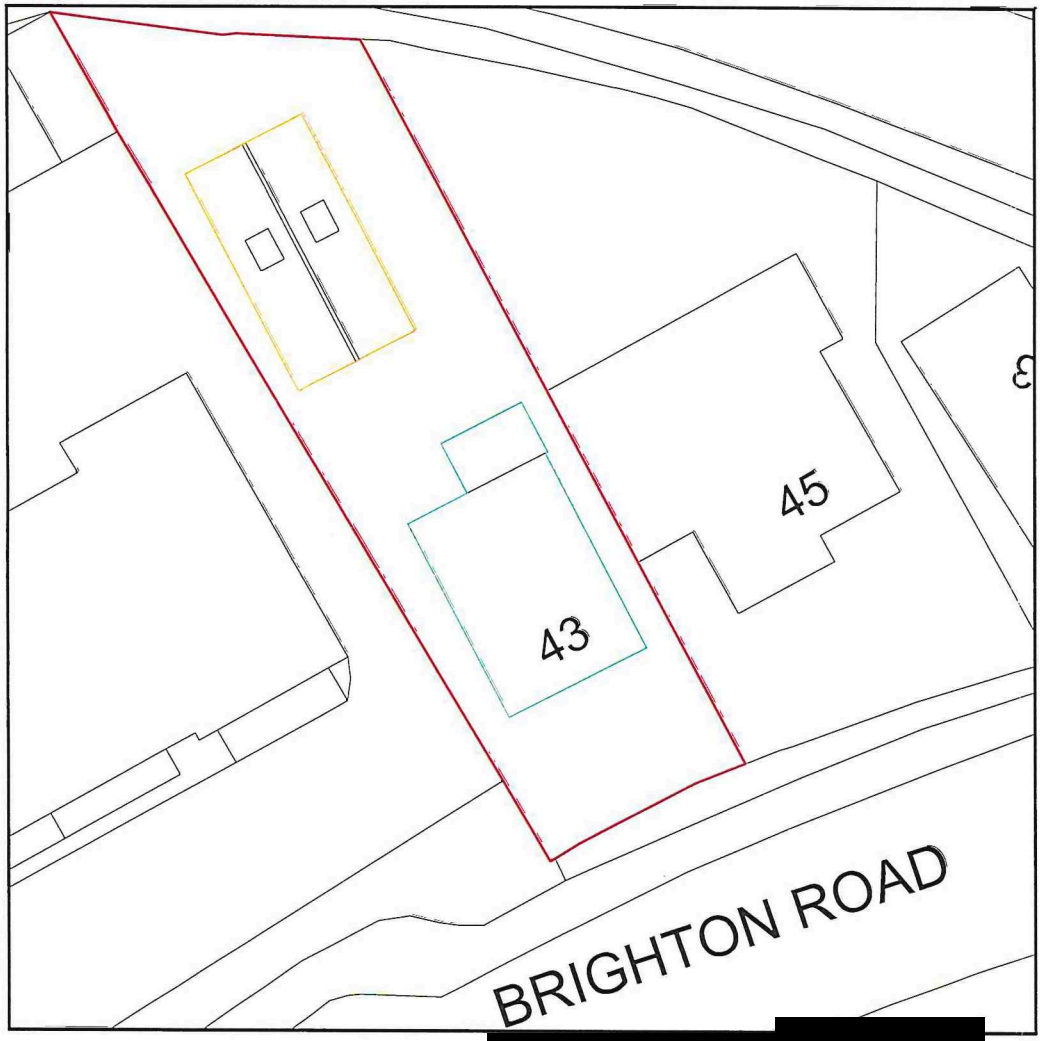
In the presence of [redacted]

Signature: [redacted].....

Name of Witness SCOTT BURTON

Address of Witness

Occupation of Witness Servicing Team Leader



Block Plan 1:200

[redacted]

9/12/21

LEGEND

- MAIN HOUSE
- ANNEX
- SITE

1:200

0 2 4 6 8 10m

Rev:	Description:	By:	Date:

darby architectural

www.darby-archi.com

hello@darby-archi.com

Client:
Linda Paget

Site/Project:
43 Brighton Road
Lancing
West Sussex
BN15 8RJ

Drawing Title:
Existing plans, section and elevations

Scale:	Paper Size:	Date:	Drawn:
In DWG	A3	16.12.2020	C Darby
Project No:	Drawing No:		Revision:
0276	02		

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 24th March 2021 by More 2 Life Ltd a company incorporated under the laws of England and Wales with registered number 5390268 whose registered office is at Baines House, Midgery Court, Pittman Way, Fulwood, Preston, Lancashire, PR2 9ZH (Principal).

1. APPOINTMENT AND POWERS

1.1 The Principal appoints Ben Michael Waugh [redacted] Steven Dodd of [redacted] and Elizabeth Ann Ford [redacted] jointly and severally as its attorneys (Attorneys) and in the Principal's name or otherwise on behalf of the Principal:

a) to consider, amend, settle, approve, sign, execute, deliver and/or issue all Deeds, including, but not limited to, Land Registry form DS1, which the attorneys in their absolute discretion consider necessary on behalf of the Principal, subject in each case, to such amendments or variations as either Attorney may in their discretion agree (Documents) provided that such amendments or variations are of a minor nature and are not material to the transaction; and

b) to take steps or do anything which either Attorney in their absolute discretion considers desirable in connection with the implementation and/or execution of the Documents.

2. AUTHORITY OF JOINT ATTORNEYS

All actions authorised by this Power of Attorney may be taken by either of the Attorneys acting individually. Any and all acts done, decisions made and instruments or other documents executed pursuant to this Power of Attorney by either of the Attorneys shall therefore be as valid and effectual as though done by both Attorneys.

3. DURATION AND REVOCATION

This Power of Attorney shall be valid for a period commencing 24th March 2021 and shall expire on 23rd March 2022.

4. RATIFICATON

The Principal undertakes to ratify and confirm whatever the Attorneys do or purport to do in good faith in the exercise of any power conferred by this Power of Attorney.

5. VALIDITY

The Principal declares that a person who deals with either Attorney in good faith may accept a written statement signed by that Attorney to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL

[redacted]

DATE 24/03/2021
MORE 2 LIFE BAINES HOUSE
UNIT 4 MIDGERY COURT
PITTMAN WAY PRESTON
PR2 9ZH

6. INDEMNITY

The Principal undertakes to indemnify the Attorneys against all and any claims, losses, costs, expenses, damages and liability which they sustain or incur as a result of any action taken by either of them in good faith pursuant to this Power of Attorney (including any cost incurred in enforcing this indemnity).

7. GOVERNING LAW AND JURISDICTION

This Power of Attorney and any dispute, controversy, proceedings and claim of whatever nature arising out of or in any way relating to this Power of Attorney, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle and claim that arises out of or in connection with this Power of Attorney or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by) .....[redacted].....
More 2 Life Ltd) Director
Acting by a Director in the presence of)

.....[redacted].....
Signature of Witness

Name: Melanie Cafferty

Address: Pickup Cottage

Tackholes BB3 0LR

WE HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL

[redacted]

DATE 24/03/2021
MORE 2 LIFE BAINES HOUSE
UNIT 4 MIDGERY COURT
PITTMAN WAY PRESTON
PR2 9ZH