SECTION 106 UNILATERAL PLANNING OBLIGATION

THIS UNILATERAL PLANNING OBLIGATION is made this 9th day of May two thousand and twenty four and given by:

1. **PAUL MEREDITH** care of Green Wright Chalton Annis, 47-49 North Road, Lancing, BN15 9AS ("the Owner");

2. **NATIONAL WESTMINSTER BANK PLC** (Company Registration No. 929027) whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA ("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 SX152312 of the land at 10a Saffron Close, Shoreham-By-Sea, BN43 6JF shown for identification purposes only edged red on the Plan attached ("the Land").

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

C The Owner has by the Application applied to the Council for retrospective planning permission for retention of the residential annex on the Land by the Development.

D The Mortgagee has an interest in the Land by virtue of a registered charge dated 5th November 2015 in respect of title number SX152312

E The Owner and Mortgagee are 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 Development is used solely by Dependant Relatives 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/1211/23 made by the Owner for retrospective planning permission for retention of the residential annex on the Land and shall include any amendment or renewal thereof.

1.3 "the Development" means the development of the Land by the conversion of the outbuilding to create residential annexe accommodation as proposed in the

Application or permitted by planning permission granted pursuant to the Application and carried out in accordance with such planning permission;

1.4 "the Plan" means the plan attached to this Unilateral Planning Obligation;

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

1.6 Words importing the masculine include the feminine and vice versa;

1.7 Words importing the singular include the plural and vice versa;

1.8 Words importing persons include companies and corporations and vice versa;

1.9 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;

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

1.11 Any reference 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;

1.12 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; and

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 retrospective planning permission granted pursuant to the Application 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 SX152312 in the terms set out in paragraph 2.4 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

Owner's title valid and registering a restriction on title SX152312 with the Land Registry; and

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.

PLANS



[redacted]

[redacted]

014514-br-wp/00805389

[redacted]

SCHEDULE

Occupation by Dependent Relatives

1. DEFINITIONS

1.1 "the Main House" means the building shown edged blue on the Plan and known as 10a Saffron Close, Shoreham-By-Sea, BN43 6JF;

1.2 "the Building" means the on the accommodation edged green on the Plan;

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

parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece or any person whom the Head of Planning and Development 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 Building 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 Building shall always have the same owner as the Main House.

2.2 To ensure that the Building 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 ..9/5/24.. 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:

PAUL MEREDITH [redacted]

Signature:... [redacted]

in the presence of

[redacted]

Signa[redacted].....

Name of witness: NBRAGER

Address of witness: 47-49 North Road Langley Bn 5 9AS

Occupation of witness: Solicitor

Executed and Delivered as a deed for and on behalf of **NATIONAL WESTMINSTER BANK PLC** by a duly authorised Attorney in the presence of:-

[redacted] Alice Goodley

Witness' Signature - Bank Employee: Mark Robinson

Executed as a deed by

Name of attorney:

Signature: .....

as attorney for under a

power of attorney dated
in the presence of:

Signature .....

Name of witness:

Address of witness:

Occupation of witness: