bennettgriffin 01903 229999

SECTION 106 UNILATERAL PLANNING OBLIGATION

THIS UNILATERAL PLANNING OBLIGATION is made the 15th day of February two thousand and ~~seventeen~~ eighteen and given by

PARTIES

(1) Norman John Macpherson and Julie Yvonne Macpherson of 6 Fairview Road, Lancing BN15 0PA ("the Owners")

(2) Stonehaven UK Limited t/a Retirement Advantage (Company registration No. 5487702) whose registered office is at 6th Floor, 110 Cannon Street, London EC4N 6EU (the "Mortgagee")

(2) Adur District Council of The Shoreham Centre, Pond Road, Shoreham-by-Sea, West Sussex BN43 5WU ("the Council")

RECITALS

A The Owners are the registered proprietors under title number WSX191836 of the land at 6 Fairview Road, Lancing BN15 0PA shown for identification purposes only edged red on the Plan attached ("the Land")

B The Mortgagee is the mortgage of the Land under the terms of a legal charge dated 18 September 2017

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 Owners have by the Application applied to the Council for planning permission to develop the Land by the Development

E The Owners 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 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/1180/17 made by the Owners 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 the creation of a detached single storey two bedroom dwelling to be used as residential annexe accommodation to the rear of the Land 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 "Unilateral Planning Obligation" means the planning obligation set out in 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 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument direction specification made or issued under the statute 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

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 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 Owners hereby covenant 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 Owners entering into this Unilateral Planning Obligation and acknowledges that this Unilateral Planning Obligation binds the Land

5.2 For the purpose of the legal charge dated 18 September 2017 registered on title WSX191836 the Mortgagee consents to the Council registering the planning obligation at clause 4.1 as a restriction on the said title in the terms set out in paragraph 2.3 of the Schedule

6. GENERAL

The Owners acknowledge and declare 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 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

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 Owners agree to pay the Council's reasonable legal costs and disbursements up to £500 in checking that the contents of this Unilateral Planning Obligation are correct, the Owners title valid and registering a restriction on title WSX191836 with the land registry

6.9 that the Owners 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 blue on the Plan annexed and known as 6 Fairview Road, Lancing BN15 0PA

1.2. "Dependent Relative Accommodation" means the building coloured green on the Plan annexed.

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 Owners covenant 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 Title Number WSX191846 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 Shoreham Centre, Pond Road, Shoreham-by-Sea, West Sussex BN43 5WU or its conveyancer that the provisions of the

Unilateral Planning Obligation dated 15th February 2018 ~~2017~~ have been complied with or that they do not apply to the disposition".

2.4 The Council shall not unreasonably delay or withhold providing the certificate referred to in clause 2.3 above to any application for the transfer of the land by the owners and for the avoidance of doubt the restriction shall continue to be registered against the land until such time as the Council in its capacity as Local Planning Authority consider there is no longer a requirement for the restriction in planning terms.

IN WITNESS of which the Owners and the Mortgagee have executed this Deed on the above date

Adur District Council, acting by a duly authorised officer

105. Signature..... A. Mathieu .....

Norman John Macpherson

Signature:.....

in the presence of

Signature:.....

Name of Witness: Lauren Baillie

Address of Witness: 1 Liverpool Gardens, Worthing, West Sussex, BN11 1TF

Occupation of Witness: Case Worker, ACILEx.

Julie Yvonne Macpherson

Signature:.....

in the presence of

Signature:.....

Name of Witness: Lauren Baillie

Address of Witness: 1 Liverpool Gardens, Worthing, West Sussex, BN11 1TF

Occupation of Witness: Case Worker, ACILEx.

Executed as a deed by

Stonehaven UK Limited TRADING AS RETIREMENT ADVANTAGE ACTING BY

in the presence of:

Director.....

Director/Secretary.....

WITNESS

NAME (BLOCK CAPITALS ANDREW FENNON

ADDRESS THE BEACON

244 CHISLEHURST ROAD

PETTS WOOD.

BR5 1NT.

Site Plan - 1:500

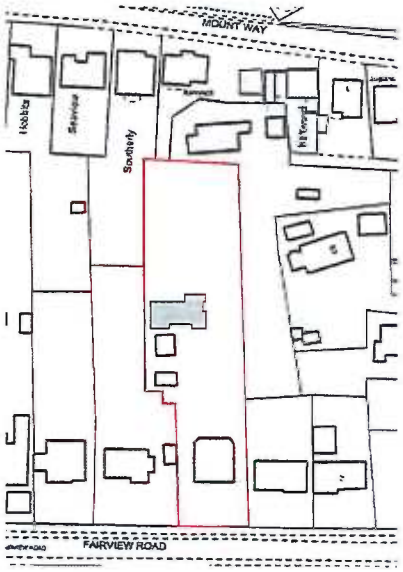
5 0 5 10 15 20 25

SCALE 500 m
1:

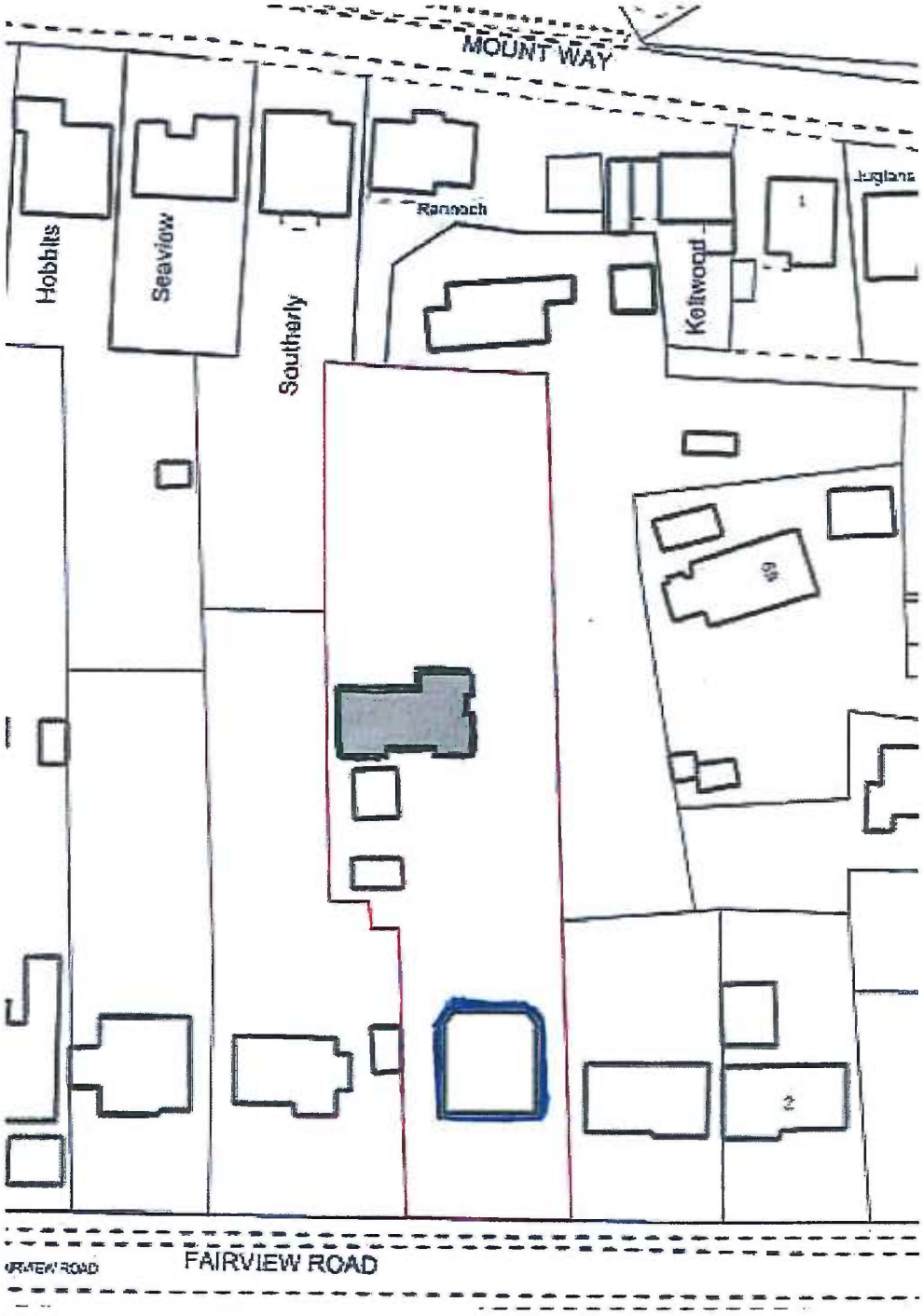
Site Plan - 1:1250

10 0 10 20 30 40 50

SCALE 1250 m
1:



North



Revisions		
Drawing Number	2017/32	Sheet 1 of 1
Size	A3	Scale 1:500, 1:1250

Project

Site Plan
July 2017

Job Title

6 Fairview Road
North Lancing
West Sussex
BN15 0PA

Do Not scale from this drawing except for planning as photocopies will be subject to distortion
Drawings to be read in conjunction with all other Designers and structural engineers contract drawings and specifications:
Any discrepancies must be brought to the attention of the Designer immediatialy
The contractor must verify all dimensions by site measurement before ordering materials or manufacturing components
Substitute materials and products to those named will be acceptable if proven to be of equal or higher performance and not in conflict with other elements

M. J. Humphrey

Design - Surveying - Planning

RICS cabe chartered association of building engineers

Mel Humphrey 07701055182

RICS C.Build E MCABE

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