DC/06/0749

S106

Dated 16th February 2007

Between:

(1) The Owners: M C T Prideaux and S H P Prideaux

(2) The Council: Horsham District Council

(3) The Mortgagee: Halifax PLC

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AGREEMENT 2006

under Section 106 of the Town and Country Planning Act 1990 and other powers
Land at:
Selehurst
Brighton Road, Lower Beeding
West Sussex

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I R Davison MA
Council Secretary and Solicitor
Horsham District Council
Park House
North Street
Horsham
West Sussex, RH12 1RL
DX 57609 HORSHAM 6

Reference: FR/PAG/ 365
Committee: Development Control North Area
Date: 6th June 2006
Minute No. DCN 15

This Agreement is dated 16th February 2007
and is made between

(1) Michael Charles Terrell Prideaux and Susan Henriette Peto Prideaux of Selehurst Lower Beeding West Sussex ('the Owners')

(2) Horsham District Council of Park House North Street Horsham West Sussex RH12 1RL ('the Council')

(3) ('the Mortgagee') Halifax plc of PO Box 548 Leeds LS1 1WU

1. **Background**

1.1 The Owners are seised in fee simple in possession of the of the Red Land

1.2 The Application Site is part of the Red Land

1.3 The Red Land is charged to the Mortgagee

1.4 The Council is the local planning authority for the area

1.5 The Owners have made the Application to the Council

1.6 In order to secure the best use of land and a properly planned environment the parties have agreed to bind the Red Land in the terms set out hereinafter

2. **Definitions**

In this Agreement:

2.1 Words importing the masculine include the feminine and vice versa

2.2 Words importing the singular include the plural and vice versa

2.3 Words importing persons include companies and corporations and vice versa

2.4 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

2 5 Any reference to a clause or schedule or plan is to one attached to this Agreement

2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement

2.7 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

2.8 References to any party to this Agreement 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 its function as local planning authority

2.9 'the Act' means the Town and Country Planning Act 1990

2 10 'agreed' or 'approved' means agreed or approved in writing and given for the purpose of this Agreement

2.11 'Application' means the planning application made to the Council under reference DC/06/0749 to develop the Application Site by the

refurbishment of existing residential coach house and conversion of other areas to form a four bedroom unit

2.12 'Application Site' means that part of the Red Land shown edged blue on Plan 2

2.11 'the Coach House' means the four bedroom dwelling proposed by the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission

2.13 'the Dwelling' means the dwelling on the Red Land shown for identification purposes only hatched black on Plan 2

2.15 'Family Members' means the parent grandparent child grandchild brother sister aunt uncle nephew or niece of the Owners of the Red Land

2.18 'Red Land' means the land at Selehurst Brighton Road Lower Beeding West Sussex shown for the purposes of identification only edged red on Plan 1

2.22 'Staff' means employees of the Owners who are employed full time as staff by the Owners for the sole purpose of carrying out duties in connection with Red Land and in respect of whom accommodation in the Coach House is provided as incidental to their employment

2.23 '1990 Act' means the Town and Country Planning Act 1990

PLAN1

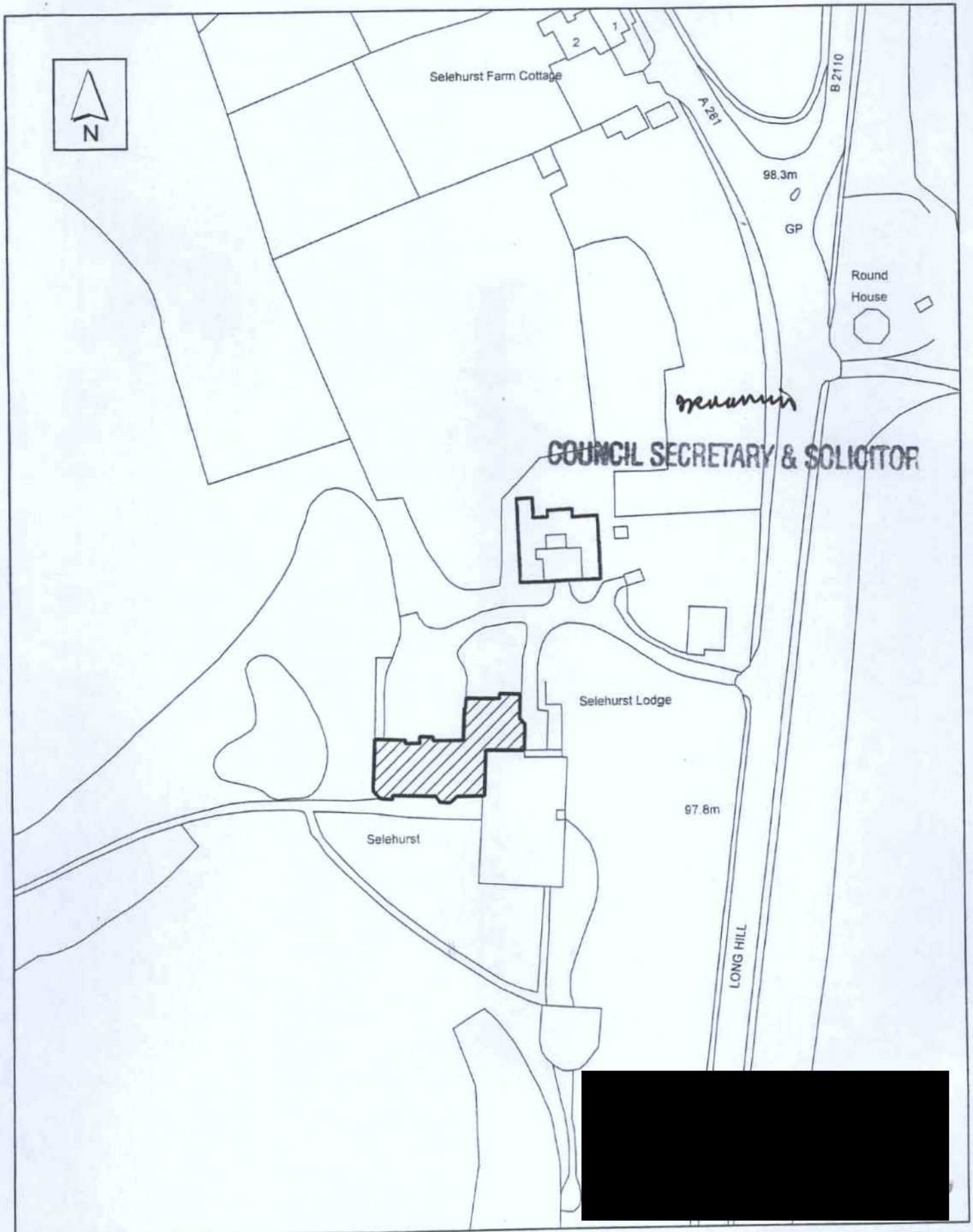
STRUTT & PARKER
13, Hill Street

PHOTOGRAPHIC COPY OF TITLE PLAN

COUNCIL SECRETARY & SOLICITOR

[redacted]

PLAN 2




## Selehurst, Brighton Road, Lower Beeding

| | |
|---|---|
| Reference No : | |
| Date : 7/9/06 | Scale : 1 :1250 |
| Drawing No : | Revisions : |

## Horsham District Council

Park North, North Street, Horsham
West Sussex, RH12 1RL.
Head of Development, Ray Wright. Directorate of Planning

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3. **Enabling Provisions**

This Agreement is made pursuant to s106 of the Act, s111 of the Local Government Act 1972, and all other enabling powers and has been entered into by the Council pursuant to its Development Control North Area Committee's resolution of 6th June 2006 (Minute No.DCN 15 )

4. **Commencement**

This Agreement shall come into effect upon the date of this Agreement

5. **Restrictions**

5.1 The Owners covenant with the Council not to cause or permit the occupation of the Coach House by any party other than the Family Members or Staff

5.2 The Owners covenant:

5.2.1 not to sell lease or otherwise dispose of or cause or permit the sale letting or other disposal of the Coach House separately from the Dwelling

5.2.2 not to sell lease or otherwise dispose of or cause or permit the sale letting or other disposal of the Dwelling separately from the Coach House

6. **Costs**

The Owners agree with the Council to pay to the Council its legal costs incurred in preparing and entering into this Agreement

7. **Mortgagee's Consent**

The Mortgagee consents to the Owners' entering into this Agreement and acknowledges that this Agreement binds the Red Land

8. **General**

The parties agree that:

8.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission

8.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function

8.3 nothing in this Agreement fetters or restricts the exercise by the Council of any of their powers

8.4 the obligations contained in clauses 5 and 6 are planning obligations for the purpose of s106 of the Act

8.5 this Agreement constitutes a deed

8.6 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999

SIGNED as a Deed
by Michael Charles Terrell Prideaux
in the presence
of:

[redacted]

20 Roman Gardens
Kings Langley
Herts WD4 8LG

SIGNED as a Deed
by Susan Henriette Peto Prideaux
in the presence
of:

20 Roman Gardens
Kings Langley
Herts WD4 8LG

SEALED with the COMMON SEAL of
Halifax plc
In the presence of.

Authorised signatory

SEALED with the COMMON SEAL of
HORSHAM DISTRICT COUNCIL in the
presence of:

14957 x3

Council Secretary and Solicitor