

Standard Section 106

Dated

2023

THE DISTRICT COUNCIL OF
TANDRIDGE

and

TAMBUDZAYI EFILIDAH SMITH

DEED OF AGREEMENT

Under Section 106 of the Town and
Country Planning Act 1990
relating to land on the South East
side of Birchwood Lane, Chaldon,
CR3 5DQ and land lying on the North
West side of Willey Farm Lane, Chaldon
and the land known as Mobile Home,
Ashton, Birchwood Lane, Caterham,
CR3 5DQ

David Ford
Chief Executive
Tandridge District Council
Council Offices
Station Road East
Oxted Surrey RH8 0BT

Legal Ref: Iken 102-007822

T H I S DEED OF AGREEMENT is made day of 2023

B E T W E E N THE DISTRICT COUNCIL OF TANDRIDGE of COUNCIL OFFICES, STATION ROAD EAST, OXTED, SURREY, RH8 0BT ("the District Council") of the first part

and TAMBUDZAYI EFILIDAH SMITH of BLUE MEADOW, BIRCHWOOD LANE, CHALDON, CATERHAM, CR3 5DQ ("the Owner") of the second part

WHEREAS

(1) THE District Council is the Local Planning Authority for the purpose of the Town and

Country Planning Act 1990 as amended ("the Act") for the area within which the Property hereinafter referred to is situated

(2) THE Owner owns the freehold interest in the land ("the Land") known as land on the South East side of Birchwood Lane, Chaldon, CR3 5DQ, land lying on the North West side of Willey Farm Lane, Chaldon and land known as Mobile Home, Ashton, Birchwood Lane, Caterham, CR3 5DQ and shown edged red on the plan 1 annexed hereto and registered at H.M. Land Registry with title absolute under title numbers SY301346, SY648582 and SY599885

(3) BY a written application (Council Reference TA/2021/2220) the Owner applied for planning permission for the Erection of agricultural building ("the First Application") all in accordance with the plans deposited with the District Council. The application was refused on 4th March 2022.

(4) THE Owner appealed this decision (Council Reference APP/M3645/W/22/3306260), the appeal was allowed and planning permission was granted for Erection of agricultural building at Blue Meadow, Birchwood Lane, Chaldon CR3 5DQ in accordance with the terms of the First Application.

(5) SINCE the appeal the Owner has submitted a second application for planning permission (Council Reference TA/2022/1255) for the Erection of an Agricultural Barn for livestock accommodation (“the Development”).

(6) THE relevant Planning Officers under delegated powers from the Chief Planning Officer resolved that subject to the completion of this Agreement planning permission (“the Permission”) for the Development should be granted, subject to the conditions set out in the draft Planning Permission at APPENDIX TWO hereto

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of that Section and the District Council is the local planning authority by which the provisions of this Agreement are intended to be enforceable

2. This Agreement shall come into effect upon the date that the Deed of Agreement is made.

3. The Owner hereby covenant with the District Council for themselves and their successors

in title and all persons deriving title under them and with the intent to bind the Land to observe and perform the covenants restrictions and obligations set out in the Schedule hereto

4. The Owner hereby agree to produce a copy of this Agreement within three months of the date hereof to H.M. Land Registry to enable the covenants restrictions and obligations contained herein to be registered on the Charges Register of the title numbers SY301346, SY648582 and SY599885 and to provide the District Council thereafter

with evidence that such registration has been completed

5. It is hereby agreed that the expressions “the District Council” “the Owner” and “the

Mortgagee” shall include their respective successors in title and assigns and regards the District Council shall include any Local Authority successor

6. The Owner hereby covenant with the District Council to pay on demand the District Council’s

reasonable costs of and incidental to the preparation and completion of this Agreement

IN WITNESS whereof this Agreement has been executed in manner hereinafter appearing and delivered the day and year first before written.

THE COMMON SEAL of

THE DISTRICT COUNCIL OF TANDRIDGE

was hereto affixed in the presence of:-

Authorised Signature

Witness

EXECUTED AS A DEED BY
TAMBUDZAYI EFILIDAH SMITH

in the presence of:--

.....

Signature of Witness

Name (in block capitals)

Address

.....

APPENDIX ONE

Plan 1 – Site Plan

APPENDIX TWO

Draft Planning Permission

SCHEDULE

Covenants, restrictions and obligations regulating the use of the Land

The Owner hereby covenants with the District Council as follows:-

1. The Owner shall give the District Council at least 10 working days' notice of implementation of The Permission.
2. Should the Owner choose to implement the planning permission relating to the First Application with reference TA/2021/2220, the Owner shall not commence or implement the planning permission relating to the Development.
3. Should the Owner choose to implement the planning permission relating to the Development with reference TA/2022/1255, the Owner shall not commence or implement the planning permission relating to the First Application.