Date: 20th June 2025

Section 106 Unilateral Planning Obligation

relating to:
102a Grand Avenue, Lancing, BN15 9QD

Parties:

VICTORIA CLARE ROBERTS

To: **ADUR DISTRICT COUNCIL**

THIS DEED is dated 20th June 2025

PARTIES:

(1) VICTORIA CLARE ROBERTS of 102a Grand Avenue, Lancing, BN15 9QD ("**the Owner**")

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 WSX393405 of the land at 102a Grand Avenue, Lancing, BN15 9QD shown for identification purposes only edged red on the Plan ("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 An Application has been made to the Council for planning permission to develop the Land by the Development.

D 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 Dependant Relative Accommodation forming part of the Development is used solely by family members of the Owner to avoid or mitigate against any adverse effects of the Development.

1 **DEFINITIONS & INTERPRETATION**

1.1 In this Unilateral Planning Obligation:

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

"the Application" means the planning application numbered AWDM/1356/24 for planning permission to develop the Land and shall include any amendment or renewal thereof;

"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);

"the Development" means the development of the Land by building a detached annexe in the rear garden as proposed in the Application or permitted by planning permission granted pursuant to the Application and carried out in accordance with such planning permission;

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

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

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

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

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

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

1.6 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;

1.7 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

1.8 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 Applicant 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. GENERAL

The Owner acknowledges and declares that:

5.1 the obligations contained in this Unilateral Planning Obligation are planning obligations for the purpose of section 106 of the Act;

5.2 this Unilateral Planning Obligation constitutes a Deed;

5.3 this Unilateral Planning Obligation is enforceable by the Council;

5.4 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;

5.5 this Deed is a Local Land Charge and is registerable as such by the Council;

5.6 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;

5.7 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;

5.8 the Owner agrees to pay the Council's disbursements in checking that the contents of this Unilateral Planning Obligation are correct, the Owner's title valid and registering a restriction on title WSX393405 with the Land Registry; and

5.9 the Owner has 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.

This Deed has been entered into on the date stated at the beginning of it.

SCHEDULE

Occupation by Dependent Relatives

1. DEFINITIONS

1.1 **"the Main House"** means the building shown edged blue on the Plan and known as 102a Grand Avenue, Lancing, BN15 9QD.

1.2 **"the Dependant Relative Accommodation"** means the Development edged in 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 Services shall in their absolute discretion designate as such in writing, and for the purpose of this clause:

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

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

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

d. 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 Dependant 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 Dependant Relative Accommodation shall always have the same owner as the Main House.

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

2.3 To consent to the Council's application which will be made 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 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 .20/06/25. have been complied with or that they do not apply to the disposition".

IN WITNESS of which the Owner has executed this Unilateral Planning Obligation on the above date

Signed as a Deed by **VICTORIA CLARE ROBERTS**

Signature: [redacted]

in the presence of

Signature:.... [redacted] .....

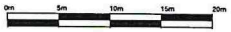
Name of witness: DANIELLE SARAH KAELIN

Address of witness: 40 STAPLES BARN
HENFIELD
BN5 9PN



SITE PLAN 1:500





carl moore
architectural design

18 Parklands Avenue
Goring-By-Sea
West Sussex BN12 4NH

01903 533276
carl@cm-arch.co.uk

Address of Works: 102a GRAND AVENUE, LANCING
Lancing
BN15 9QD

Drawing Title: Proposed Annex

Paper Size/ Scale: A3 Date: FEB. 2025

Drawing Number: AD-245-03 Revision: Revision

General Notes:

1: Do not scale from these drawings (unless for planning purposes).
2: Drawings to be read in conjunction with the structural calculations and the building notes provided.
3: The client/ contractor is advised to read the separate notes and the details provided in the structural calculations regarding the CDM regulations.
4: The property owner is reminded to serve a Party Wall Notice on any adjoining owner should they need to do so under the requirements of the Party Wall Act 1996.
5: No work should be undertaken until all consents (Planning and Building Control) have been received and approved in writing. Any work undertaken without consent is done so at the clients risk.
6: All dimensions to be checked on site prior to ordering any materials, kitchens or bathrooms.
7: All existing foundations and lintels taking any additional loads are to be exposed and agreed with the Building Control Officer.