SECTION 106 UNILATERAL PLANNING OBLIGATION

THIS UNILATERAL PLANNING OBLIGATION is made this day of two thousand and twenty-six and given by:

1. **Robert John Cast** of 12 Bramber Road, Worthing, BN14 8QB ("the First Owner")

2. **Donna Alison Boniface** of 112 Abbey Road, Sompting, Lancing, BN15 0AD ("the Second Owner")

to **ADUR DISTRICT COUNCIL** of the Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA ("the Council").

RECITALS

A The First Owner and Second Owner ("the Owners) are the registered proprietors under title number WSX285878 of the Land at 39 Abbey Road, Sompting, Lancing, BN15 0AD 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 Owners have by the Application applied to the Council for planning permission to develop the Land by the Development.

D 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 Development is used solely by Dependant Relatives of the Owners to avoid or mitigate against any adverse effects 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/1204/24 made by the Owners for planning permission to develop the Land and shall include any amendment or renewal thereof;

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 demolition of the existing garage and replacement with a self-contained single storey 1 bedroom

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annex at the rear of the Land as proposed in the Application or permitted by planning permission granted pursuant to the Application and carried out in accordance with such planning permission;

1.5 “the Plan” means the proposed block plan referenced 02A received 21 February 2025', attached to this Unilateral Planning Obligation;

1.6 “Unilateral Planning Obligation” means the planning obligation set out in the clause 4 of this deed,

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

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

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

1.10 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;

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

1.12 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;

1.13 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.

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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 Owners hereby covenant with the Council to comply with and ensure that the planning obligations contained in the Schedule are complied with.

5. GENERAL

The Owners 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's title is valid and that they agree to the Council's application to register a a restriction on title WSX285878 with the Land Registry;.

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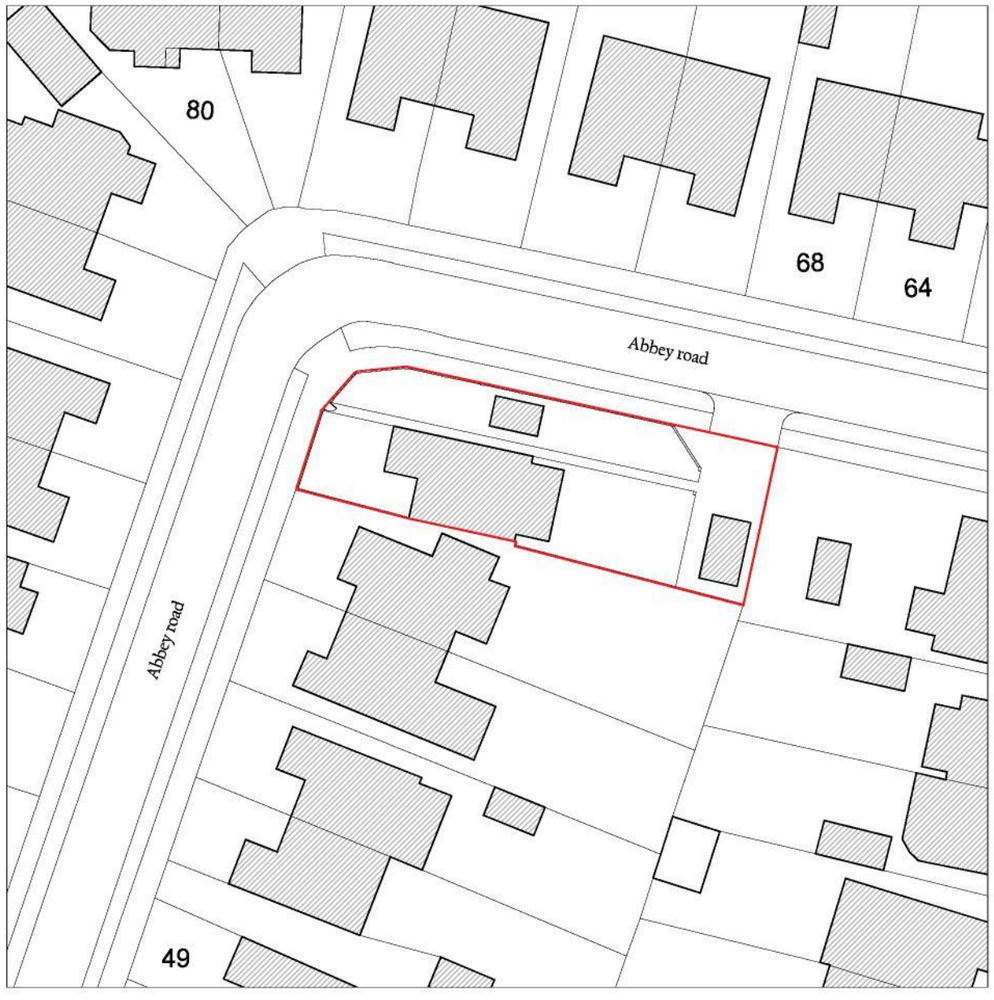
A PROPOSED REPLACEMENT GARAGE WITH SELF CONTAINED ANNEX
AT 39 ABBEY ROAD, SOMPTING, BN15 OAD

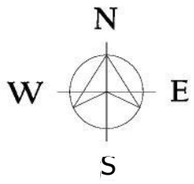
September 2024

Drawing no-JB 475/ Planning Application 02A

Rev A 21 Feb 2025 : parent building outlined in blue and the proposed annex outlined in green as required for the UU



EXISTING BLOCK PLAN 1:500



Eoo_rint of existin• buildin• shown as a roved under planning permission AWDM/0647/24



PROPOSED BLOCK PLAN 1:500



SCALE BAR 1:500

Red line indicated Application Site Boundary

NB: Block plan is based on Ordnance Survey Information

JAMES BRECKELL :ARCHITECT : ARB : RIBA
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SCHEDULE

Occupation by Dependent Relatives

1. DEFINITIONS

1.1 "the Main House" means the building shown edged blue on the Plan and known as 39 Abbey Road, Sompting, Lancing, BN15 0AD.

1.2 “the Building” means the Development 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 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 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 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 Not to occupy or permit the occupation of the Building at any time other than for purposes ancillary to the residential use of the Main House;

2.3 To ensure that the Building is not occupied by any person other than a Dependent Relative;

2.4 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

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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, 2.2 and 2.3 of the Schedule to the section 106 Unilateral Planning Obligation dated..... have been complied with or that they do not apply to the disposition".

Signed as a deed by **ROBERT JOHN CAST**

Signature:

in the presence of

Signature:
Name of witness:
Address of witness:
Occupation of witness:

Signed as a deed by **DONNA ALISON BONIFACE**

Signature:

in the presence of

Signature:

Name of witness:
Address of witness:
Occupation of witness:

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