

UNILATERAL UNDERTAKING

Section 106 Town and Country Planning Act 1990 (as amended)

THIS DEED OF UNILATERAL UNDERTAKING

DATED: [INSERT DATE]

BY:

[FULL NAME(S) OF APPLICANT(S)] of **Ashfolds, Horsham Road, Rusper, West Sussex RH12 4QX**
("the Owner")

TO:

HORSHAM DISTRICT COUNCIL of Parkside, Chart Way, Horsham, West Sussex RH12 1RL ("the Council")

RECITALS

- The Owner is the freehold owner of the land known as: **Ashfolds, Horsham Road, Rusper, West Sussex RH12 4QX** ("the Site"), as shown edged red on the Plan annexed to this Deed. (*See Figure 1*)
- The Owner has submitted a planning application to the Council for: **"Full planning application for the extension and alteration of an existing garage/outbuilding and its conversion into a two-bedroom self-build dwelling, together with the removal of an existing residential annex "** ("the Development").
- The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990.
- The Owner enters into this Deed pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) to secure planning obligations in connection with the Development.

OPERATIVE PROVISIONS

1. Definitions

In this Deed, the following expressions shall have the following meanings:

- “Commencement of Development” Means the carrying out of a material operation as defined in Section 56(4) of the Act, excluding site clearance, demolition, archaeological investigations, and site surveys.
- “Dwelling” Means the residential unit created through the conversion and extension of the existing outbuilding pursuant to the Planning Permission.
- “Planning Permission” Means the planning permission to be granted by the Council pursuant to the Application.
- “Self-Build Dwelling” Means a dwelling which is built or commissioned by the Owner for their own occupation, as defined within the Self-build and Custom Housebuilding Act 2015 (as amended).

2. Owner’s Covenants

The Owner hereby covenants with the Council as follows:

2.1 Demolition of Existing Annex

The Owner shall:

- Demolish the existing residential annex in its entirety prior to first occupation of the Dwelling, unless otherwise agreed in writing by the Council.
- The land previously occupied by the annex shall be: Restored to soft landscaping, and retained as part of the residential curtilage of Ashfolds.

2.2 Self-Build Restriction

The Owner covenants that:

- The Dwelling shall be constructed as a Self-Build Dwelling
- The Dwelling shall be occupied only by the Owner and/or their immediate family for a minimum period of 3 years from first occupation
- The Dwelling shall not be sold or transferred separately from Ashfolds within this period, unless otherwise agreed in writing by the Council

2.3 Timing of Obligations

The obligations contained within this Deed shall take effect upon:

- The Commencement of Development

3. Council's Covenants

The Council covenants with the Owner that:

- Upon completion of this Deed, the Council will take the obligations into account when determining the planning application

4. Miscellaneous

4.1 Local Land Charge

This Deed shall be registered as a Local Land Charge.

4.2 Binding Nature

The obligations contained in this Deed shall:

- Be binding upon the Owner and their successors in title
- Run with the land

4.3 Release

The obligations shall cease to have effect if:

- The Planning Permission expires without implementation

4.4 Jurisdiction

This Deed shall be governed by the laws of England and Wales.

EXECUTION

SIGNED as a **DEED** by the Owner:

Signature: _____

Name: _____

Date: _____

Figure 1

