UNILATERAL UNDERTAKING

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

THIS DEED

is made the 20 day of OCTOBER 2026

BY:

1. Mr B Briggs of Longdown House, Littleheath Road, Aldingbourne, West Sussex BN18 0SR; and
2. Mrs Susan Briggs of Longdown House, Littleheath Road, Aldingbourne, West Sussex BN18 0SR

(together "the Owners")

IN FAVOUR OF:

Arun District Council of Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("the Council")

RECITALS

A. The Owners are the registered freehold proprietors of the land known as Longdown House, Littleheath Road, Aldingbourne, West Sussex BN18 0SR ("the Land").

B. The Owners have applied to the Council for full planning permission for the erection of two detached self/custom build dwellings on the Land ("the Development").

C. In determining Appeal Reference APP/C3810/W/25/3363266, the Planning Inspector identified the absence of a completed planning obligation securing the dwellings as self/custom build housing as a material consideration.

D. The Owners are willing to enter into this Deed pursuant to Section 106 of the Town and Country Planning Act 1990 in order to secure the Development as self/custom build housing.

E. This Deed is made pursuant to Section 106 of the Town and Country Planning Act 1990 and all other enabling powers.

OPERATIVE PROVISIONS

1. Definitions

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

"Development" means the erection of two detached dwellings pursuant to the Application.

"First Occupation" means the first occupation of a dwelling for residential purposes but excludes occupation by personnel engaged in construction, fitting out, security or marketing.

"Qualifying Occupier" means an individual, couple or association of individuals who have commissioned, designed, arranged the construction of, or otherwise caused the dwelling to be built for their own occupation as their sole or principal residence within the meaning of the Self-build and Custom Housebuilding Act 2015.

"Self/custom build dwelling" means a dwelling falling within the meaning of self-build or custom housebuilding contained within the Self-build and Custom Housebuilding Act 2015 as amended.

"Mortgagee in Possession" means any mortgagee, chargee, receiver or person deriving title through them exercising rights arising under a legal charge.

2. Owners' Covenants

The Owners covenant with the Council as follows:

2.1 Each dwelling comprised within the Development shall be constructed and first occupied only as a self/custom build dwelling.

2.2 No dwelling shall be first occupied unless:

(a) it is owned by a Qualifying Occupier; and

(b) the Council has received written confirmation together with reasonable supporting evidence demonstrating that the dwelling has been commissioned, constructed or procured as a self/custom build dwelling and that the intended occupier is a Qualifying Occupier.

2.3 The Owners shall notify the Council in writing within fourteen days of the First Occupation of each dwelling.

2.4 No dwelling shall be disposed of prior to First Occupation other than to a Qualifying Occupier.

2.5 This obligation shall bind the Land and every successor in title to the Land.

3. Mortgagee Protection

3.1 Nothing in this Deed shall prevent or restrict any Mortgagee in Possession from exercising its rights in relation to the Land.

3.2 No Mortgagee in Possession shall be liable for any breach of the obligations contained within this Deed occurring prior to taking possession.

3.3 Upon any subsequent disposal following possession by a Mortgagee in Possession, the obligations contained within this Deed shall again apply to the Land.

4. Miscellaneous

4.1 This Deed constitutes a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990.

4.2 This Deed shall be enforceable by the Council as local planning authority.

4.3 No person shall be liable for any breach of this Deed occurring after that person has parted with all legal and beneficial interest in the Land.

4.4 Nothing contained in this Deed shall fetter or prejudice the Council in the exercise of its statutory functions.

4.5 This Deed shall take effect immediately upon the grant of planning permission for the Development.

EXECUTED AS A DEED

SIGNED AS A DEED by

MR B[redacted]

.....[redacted].....

in the presence of:

Witness Signature: [redacted].....

Witness Name [redacted]

Witness Address: GREAT GROVE FARM, MURRAY ROAD, OTTERSHAW KT16 0HT

Witness Occupation: SALES MANAGER

SIGNED AS A DEED by
MRS Susan BRIGGS

[redacted].....

in the presence of:
Witness Signature: [redacted]

Witness Name: NICK TSAMPLAKOS

Witness Address: Great Grove Farm, Murray Road, Ottershaw KT16 0HT

Witness Occupation: Company Director.