Planning Application Reference:	**AL/59/97**
Document Type:	**Section 106 Agreement**
Date of Agreement:	**16th January 1998**

NB: Text in bold to be included in free text field.

Guidelines for Blocking

Check thoroughly for **names with addresses** and block.
Check **maps** for signatures and block.
Check throughout for **signatures** and block.

Please return original to s106 Monitoring Officer

KEY SHEET

A DEED dated 16th January 1998

Between:

(1) "the Council" : **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF

(2) "the Owner" : **DAVID GILLBARD** of Penghyll Park Lane Aldingbourne West Sussex

(3) "the Applicant": **BARRIE WINSHIP** and **JACQUELINE WINSHIP** of L'Apache Woodgate near Chichester West Sussex PO20 6SS

Definitions:

1. **IN** this deed the following terms shall have the following meanings:-

"the Act"	means the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.
"the Property"	means the property described in the First Schedule.
"the Application"	means an application dated 1st August 1997 under reference number AL/59/97 made to the Council as required by the Act to carry out development at the Property.
"the planning permission"	means a planning permission issued by the Council in respect of the Application.

Background:

2. **THE** Council is the local planning authority within the meaning of the Act for the area within which the Property is situated.

3. **THE** Owner owns the unencumbered freehold interest in the Property.

4. **THE** Applicant is the person by or on whose behalf the Application has been submitted and has agreed to purchase the Property from the Owner.

5. **THE** Council is prepared to approve the Application subject to the Applicant entering into the covenants contained in this deed.

6. **THE** Owner has agreed to enter into this deed for the purpose of giving his consent and ensuring that the Property and his successors in title are bound by the covenants.

Covenant:

7. **THE** Applicant with the consent of the Owner covenants with the Council, with the objective of binding the Property and every part of it and of creating a planning obligation for the purposes of Section 106 of the Act, to observe and perform the obligations and restrictions set out in the Second Schedule.

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Agreement and declaration:

8. **IT** is agreed and declared that:

(1) The planning obligation created by this deed shall not come into force until, as determined by the provisions of Section 56 of the Act, development is begun in reliance upon the planning permission.

(2) This deed shall not take effect if, before such development is begun, the planning permission shall expire, or is revoked, withdrawn or (without the consent of the Owner) is modified by any statutory process.

(3) Neither the Owner nor the Applicant shall be liable for a breach of any obligation created by this deed which occurs after he has parted with all interest in the Property.

Interpretation:

9. **IN** this deed:

(1) References to any party shall where the context permits include his successors in title.

(2) Words expressed in any gender shall, where the context so permits or requires, include any other gender; words expressed in the singular shall include the plural and, where any party consists of more than one person, that party's obligations shall take effect as joint and several obligations.

(3) The clause and paragraph headings do not form part of this deed and shall not be taken into account in its construction or interpretation.

IN WITNESS of which this deed has been executed by the parties to it.

The First Schedule

The property coloured red on the attached plan being the area of land in respect of which the Application is submitted and known as Land adjoining L'Apache Westergate Street Woodgate near Chichester West Sussex

The Second Schedule

1. Not to plant any tree shrub bush flower or other plant other than grass and vegetables on the Property without first obtaining the Council's written approval

2. Not to use the Property for any purpose other than as open garden land ancillary to the residential use of L'Apache Woodgate

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ARUN DISTRICT COUNCIL AL/59/97

THE COMMON SEAL of **ARUN DISTRICT COUNCIL** was hereunto affixed in the presence of:-

[redacted]

Authorised Signatory

Seal Book No. 10/98

SIGNED as a Deed by the Owner in the presence of:-

[redacted]

VIEW TREES HOOK LANE
ALDINGBOURNE Nr CHICHESTER,
WEST SUSSEX PO20 6TF

BUILDER

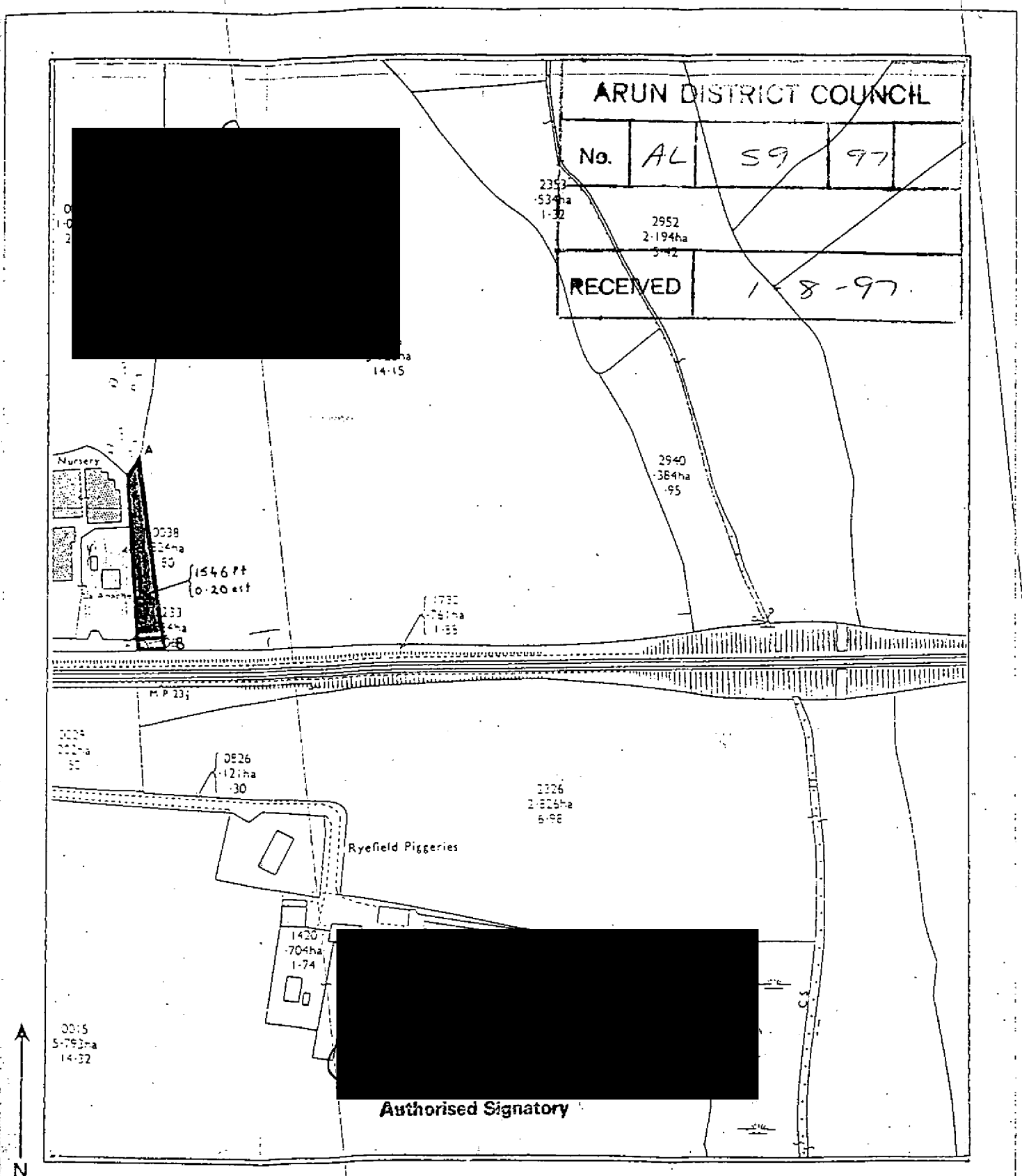
SIGNED as a Deed by the Applicant in the presence of:-

[redacted]

WOODLANDS
SCOTTON COMMON
GAINSBOROUGH, LINCS
SELF EMPLOYED.

HENRY ADAMS & PARTNERS

Chartered Surveyors Auctioneers Agricultural Valuers and Property Managers



SITE PLAN

HENRY ADAMS & PARTNERS

Bowan House Baffins Lane Chichester West Sussex PO19 1UA Telephone (0243) 533633

ARUN DISTRICT COUNCIL AL/59/97
ARUN DISTRICT COUNCIL AL/59/97

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