

DATE 16 April 2019

ARUN DISTRICT COUNCIL

(1)

AND

PHILIP LE CHEMINANT AND LYNNE (2)
CHRISTINE LE CHEMINANT

AGREEMENT UNDER SECTION 106A OF
THE TOWN AND COUNTRY PLANNING
ACT 1990 TO DISCHARGE OF SECTION
106 AGREEMENT IN RESPECT OF
L'APACHE WESTERGATE STREET
WOODGATE CHICHESTER PO20 3SQ

PLANNING APPLICATION AL/22/19/PO

ARUN DISTRICT COUNCIL
ARUN CIVIC CENTRE
MALTRAVERS ROAD
LITTLEHAMPTON
WEST SUSSEX
BN17 5LF

DATED THIS 16 DAY OF April 2019

PARTIES

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex. BN17 5LF ("the Council")
- (2) **PHILIP LE CHEMINANT and LYNNE CHRISTINE LE CHEMINANT** of L'apache, Westergate Street, Woodgate Chichester PO20 3SQ ("the Applicant")

BACKGROUND

- (A) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area in which the Property is situated.
- (B) On 16th January 1998 the Council and David Gillbard, Barrie Winship and Jacqueline Winship entered into the Original Agreement.
- (C) The Applicant is the freehold owner of the Land free from encumbrances.
- (D) The parties have agreed to discharge the Original Agreement as set out in this deed.
- (E) This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Original Agreement.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions

Original Agreement: means the agreement made under Section 106 of the Town and Country Planning Act 1990 dated 16 January 1998 between the Council and the Owner in relation to Planning Application AL/59/97

"The Act" means the Town and Country Planning Act 1990

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed
- 1.3 Clause headings shall not affect the interpretation of this deed.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision

2 STATUTORY PROVISION

This deed is made pursuant to the provisions of sections 106 and 106A of the Act,

section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3 VARIATIONS TO THE ORIGINAL AGREEMENT

3.1 The Original Agreement shall be discharged and cease to have effect from the date of this deed.

4 LOCAL LAND CHARGE

4.1 The Deed shall not be registered as a Local Land Charge

4.2 The Original Agreement shall cease to be a Local Land Charge and shall be removed from the Local Land Charges Register

5 COUNCIL COSTS

The Owners shall pay to the Council on or before the date of completion of this deed, the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed

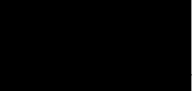
6 THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

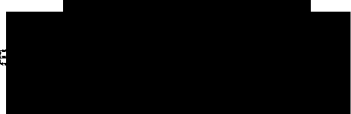
7 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED by affixing) THE COMMON SEAL of ARUN DISTRICT) COUNCIL)	
Seal Book Number: 15612019	
Authorised Signatory:  EDWARD O'BRIEN PROB DEPT LAWS	

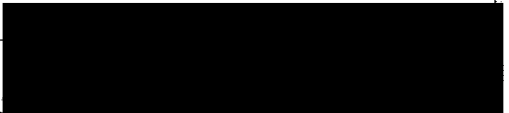
Signed as a DEED by PHILIP LE CHEMINANT
in the presence of:

Witness signature: 

Witness name: MARK GREEN

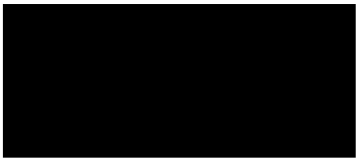
Witness address: 53 VICTORIA COURT
ROYAL EARLSWOOD PK.
SURREY RH1 6TF

Witness occupation: DIRECTOR


Signature of Philip Le Cheminant

Signed as a DEED by LYNNE CHRISTINE LE
CHEMINANT

in the presence of:

Witness signature: 

Witness name: MARK GREEN

Witness address: 53 VICTORIA COURT
ROYAL EARLSWOOD PK.
SURREY RH1 6TF

Witness occupation: DIRECTOR


Signature of Lynne Christine Le Cheminant