

DATED

15 January

2014

ARUN DISTRICT COUNCIL

- and -

HASKINS GARDEN CENTRES LIMITED

-and-

SANTANDER UK PLC

DEED OF VARIATION

under Section 106A of the Town & Country Planning Act 1990 relating to Land
at Haskins Garden Centre Roundstone By Pass Angmering in the County of
West Sussex BN16 4BD

Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF
[☎ 01903 737500]
Ref: A/56/14/PO/VAR

3352

15 January 2014

THIS DEED OF VARIATION is made the _____ day of _____ 2014

BETWEEN:

- (1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF and
- (2) "the Owners" Haskins Garden Centres limited Co Reg No 3368084 of registered office Longham Ferndown Dorset BH22 9DJ
- (3) "the Mortgagee " Santander UK PLC Co Reg No 02294747 of registered office Santander Corporate Banking 2-3 Tritton Square London NW1 3AN

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means Haskins Garden Centre Roundstone By Pass A259 Angmering shown edged blue on the attached map or plan.
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section 106 Town & Country Planning Act 1990 on 23 December 2010 between the Council (1) and the Owners and the then mortgagee Lloyds Bank PLC (3) and as varied by :-
 - 1) A Deed of Variation dated 14 November 2012 between The Council(1) the Owners (2) and the present Mortgagee (3)
 - 2) A Deed of Variation dated 15 August 2013 between The Council(1) the Owners (2) and the present Mortgagee (3)

2. Recitals

- 2.1 This Deed is supplemental to the Original Agreement
- 2.2 The Owner is the owner of the Property under Title No WSX 252363.
- 2.2 The Council and the Owners agree that the Original Agreement needs to be varied to reflect a decision issued by the Council dated 4 July 2104 ref A/56/14 PO so as to



vary Schedule 2 in the Original Agreement in the manner set out below in this Deed of Variation and agree to join in this Deed to give effect to such agreement

- 2.3 The Mortgagee holds a Legal Charge on the Property by virtue of a Deed made between the Owners and the Mortgagee and has agreed to join in this Deed to give effect to the agreement referred to at clause 2.2

3. Operative powers

The Council enters into this Deed under its powers contained in S106 A Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 S1 Localism Act 2011 and all other powers enabling

4. Variation

4.1 The Council and the Owner AGREE that the Original Agreement shall be varied in that:-

[a] There shall from the date of this Agreement be added to the existing wording of Schedule 2 to the Original Agreement as varied an additional item numbered 20 and stating:

"The floorspace within Unit 2 on the Property shown so marked as "Unit 2" on the map or plan attached hereto may be used by the Owner and those authorised by the Owner for the sale of clothing footwear accessories and equipment associated with outdoor activities up to a limit of 197 square metres of floorspace "

4.2 The Original Agreement as varied shall otherwise continue in full force and shall have the same legal effect as before this amendment or variation.

4.3 The Mortgagee joins herein to confirm its agreement with the contents of this Deed

5. Costs

The Owners shall pay the Council's reasonable legal costs of £200 on completion of this Agreement.

6. Local Land Charge

The Original Agreement is a local land charge and this Deed shall be entered in the relevant register so as to record the variation

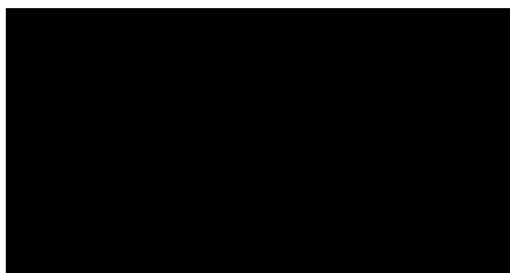
IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owners and Mortgagee have hereunto set their corporate seals as a Deed the day and year first before written.

THE COMMON SEAL OF
Arun District Council was hereunto
affixed in the presence of:
AUTHORISED SIGNATORY:
SEAL BOOK NO 7/2015

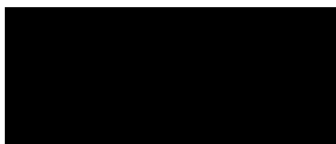
DATA COMPLIANCE
SOLICITOR

Executed as a Deed by
Haskins Garden Centres Limited
acting by
AUTHORISED SIGNATORY:

Director
Secretary



Executed as a Deed by
Santander UK PLC
acting by an
AUTHORISED SIGNATORY:



Director

DATED

15 August

2013

ARUN DISTRICT COUNCIL

- and -

HASKINS GARDEN CENTRES LIMITED

SANTANDER UK PLC

DEED OF VARIATION

under Section 106A of the Town & Country Planning Act 1990 relating to Land
at Haskins Garden Centre Roundstone By Pass Angmering in the County of
West Sussex BN16 4BD

Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF
[01903 737500]
Ref: A/37/13/PO/VAR

15 August

THIS DEED OF VARIATION is made the _____ day of _____ 2013

BETWEEN:

- (1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF and
- (2) "the Owners" Haskins Garden Centres Limited Co Reg No 336884 whose registered office Longham Ferndown Dorset BH22 9DJ
- (4) "the Mortgagee " Santander UK PLC Co Reg No 02294747 whose registered office is at Santander Corporate Banking 2-3 Triton Square London NW1 3AN

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means Haskins formerly Roundstone Garden Centre Littlehampton Road A259 Ferring shown for identification only edged black on the Plan attached to the Original Agreement.
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section 106 Town & Country Planning Act 1971/ 1990 on 23 December 2010 between the Council (1) and the Owners' (2) and Lloyds TSB Bank plc as subsequently amended by a deed of Variation dated 14 November 2012 made between (1) the Owner (2) the Mortgagee (3) the Council (4) WSCC copies of both of which Deeds are attached to this Deed for ease of reference.

2. Recitals

- 2.1 This Deed is supplemental to the Original Agreement
- 2.2 The Council and the Owners agree that the Original Agreement needs to be varied to reflect a decision issued by the Council dated 29 May 2013 ref A/37/13/PO so as to vary Schedule 2 items 1 and 19 in the Original Agreement in the manner set out below in this Deed of Variation and agree to join in this Deed to give effect to such agreement and the Mortgagee join herein to signify their agreement.

3. Operative powers

The Council enters into this Deed under its powers contained in S106 A Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 S1 Localism Act 2011 and all other powers enabling.

4. Variation

4.1 The Council and the Owner AGREE that the Original Agreement shall be varied in that:-

[a] The existing wording of Items 1 and 19 in Schedule 2 to the Original Agreement shall from the date of this Deed be deleted and

[b] In place of that deleted wording items 1 and 19 of Schedule 2 to the Original Agreement shall from the date of this Deed read as follows:-

" 1. Food and drink restricted to 100 square metres of floor area.

19. Cook Shop and Demonstration area totalling 400 square metres.. "

4.2 The Original Agreement shall otherwise continue in full force and shall have the same legal effect as before this amendment or variation.

4.3 The Mortgagee joins herein to confirm its agreement with the contents of this Deed

5. Costs

The Owners shall pay the Council's reasonable legal costs of £200 on completion of this Agreement.

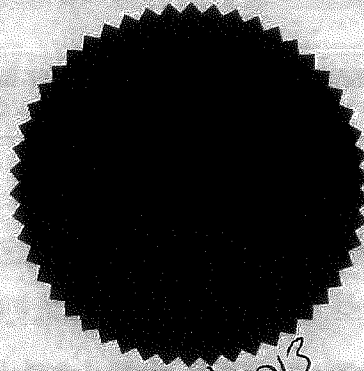
7. Local Land Charge

The Original Agreement is a local land charge and this Deed shall be entered in the relevant register so as to record the variation

IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owners have hereunto set their hands as a Deed the day and year first before written.

THE COMM
Arun District
affixed in the

AUTHORIS
SEAL BOOK



162/2013

THE CORPORATE SEAL OF
Haskins Garden Centre Limited was hereunto
affixed in the presence of:

DIRECTORS /SECRETARY
AUTHORISED SIGNATORY:
SEAL BOOK NO



Executed as a Deed by Santander UK PLC
Acting by its duly appointed Attorney :-

CONTENTS

Page

1. Introduction	1
2. Background	2
3. The Agreement	3
4. The Deed of Variation	4
5. The Deed of Variation	5
6. The Deed of Variation	6
7. The Deed of Variation	7
8. The Deed of Variation	8
9. The Deed of Variation	9
10. The Deed of Variation	10
11. The Deed of Variation	11
12. The Deed of Variation	12
13. The Deed of Variation	13
14. The Deed of Variation	14
15. The Deed of Variation	15
16. The Deed of Variation	16
17. The Deed of Variation	17
18. The Deed of Variation	18
19. The Deed of Variation	19
20. The Deed of Variation	20
21. The Deed of Variation	21
22. The Deed of Variation	22
23. The Deed of Variation	23
24. The Deed of Variation	24
25. The Deed of Variation	25
26. The Deed of Variation	26
27. The Deed of Variation	27
28. The Deed of Variation	28
29. The Deed of Variation	29
30. The Deed of Variation	30
31. The Deed of Variation	31
32. The Deed of Variation	32
33. The Deed of Variation	33
34. The Deed of Variation	34
35. The Deed of Variation	35
36. The Deed of Variation	36
37. The Deed of Variation	37
38. The Deed of Variation	38
39. The Deed of Variation	39
40. The Deed of Variation	40
41. The Deed of Variation	41
42. The Deed of Variation	42
43. The Deed of Variation	43
44. The Deed of Variation	44
45. The Deed of Variation	45
46. The Deed of Variation	46
47. The Deed of Variation	47
48. The Deed of Variation	48
49. The Deed of Variation	49
50. The Deed of Variation	50
51. The Deed of Variation	51
52. The Deed of Variation	52
53. The Deed of Variation	53
54. The Deed of Variation	54
55. The Deed of Variation	55
56. The Deed of Variation	56
57. The Deed of Variation	57
58. The Deed of Variation	58
59. The Deed of Variation	59
60. The Deed of Variation	60
61. The Deed of Variation	61
62. The Deed of Variation	62
63. The Deed of Variation	63
64. The Deed of Variation	64
65. The Deed of Variation	65
66. The Deed of Variation	66
67. The Deed of Variation	67
68. The Deed of Variation	68
69. The Deed of Variation	69
70. The Deed of Variation	70
71. The Deed of Variation	71
72. The Deed of Variation	72
73. The Deed of Variation	73
74. The Deed of Variation	74
75. The Deed of Variation	75
76. The Deed of Variation	76
77. The Deed of Variation	77
78. The Deed of Variation	78
79. The Deed of Variation	79
80. The Deed of Variation	80
81. The Deed of Variation	81
82. The Deed of Variation	82
83. The Deed of Variation	83
84. The Deed of Variation	84
85. The Deed of Variation	85
86. The Deed of Variation	86
87. The Deed of Variation	87
88. The Deed of Variation	88
89. The Deed of Variation	89
90. The Deed of Variation	90
91. The Deed of Variation	91
92. The Deed of Variation	92
93. The Deed of Variation	93
94. The Deed of Variation	94
95. The Deed of Variation	95
96. The Deed of Variation	96
97. The Deed of Variation	97
98. The Deed of Variation	98
99. The Deed of Variation	99
100. The Deed of Variation	100

2012

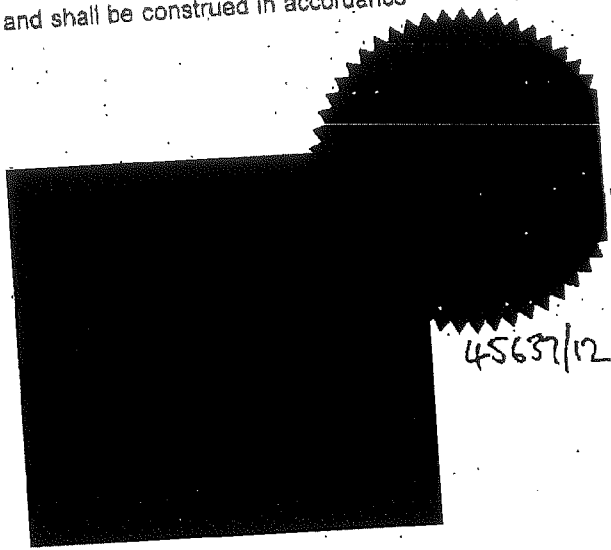
Deed of Variation to a Section 106 Agreement dated 23
December 2010
relating to
Land at Haskins (formerly Roundstone)
Garden Centre, Littlehampton Road A259,
Ferring, West Sussex

Haskins Garden Centres Limited ⁽¹⁾
Santander UK plc ⁽²⁾
Arun District Council ⁽³⁾ and
West Sussex County Council ⁽⁴⁾

Bond Pearce LLP
Tel: +44 (0)845 415 0000
www.bondpearce.com

6. The Company declares that this Power of Attorney shall remain in full force and effect up to and including 31 December 2012 until which time it shall be irrevocable.
7. This Power of Attorney is made pursuant to the authority granted by the Company dated 22 July 2003.
8. This Power of Attorney has been executed and delivered as a deed on the date which appears above.
9. This Power of Attorney is governed by, and shall be construed in accordance with, English law.

The Common Seal of
Santander UK plc
was hereunto affixed in the presence of:



DATED

2012

PARTIES

- (1) Haskins Garden Centres Limited (Company Number 3368084) whose registered office is at Longham, Ferndown, Dorset, BH22 9DJ (**Owner**)
- (2) Santander UK plc (Co. Reg. 02294747) of Santander Corporate Banking, 2-3 Triton Square, London, NW1 3AN (**Mortgagee**)
- (3) Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF (**ADC**)
- (4) West Sussex County Council of County Hall, West Street, Chichester, West Sussex, PO19 1RQ (**County Council**)

WHEREAS:

- (A) The Owner is the registered proprietor under title number WSX252363 of the land at Haskins (formerly Roundstone) Garden Centre, Littlehampton Road A259, Ferring, West Sussex shown for identification purposes only edged red on the attached Plan 1 (**Land**)
- (B) The Land is charged to the Mortgagee by way of a registered charge dated 31 May 2011.
- (C) ADC is the local planning authority for the area of the Land.
- (D) The Land is currently bound by the terms of an agreement entered into under Section 106 of the Town & Country Planning Act 1990 dated 23 December 2010 and made between (1) Haskins Garden Centres Limited (2) Lloyds TSB Bank plc (3) Arun District Council (**Section 106 Agreement**).
- (E) Clause 6 of the Section 106 Agreement limits the use of the Land to that for a garden centre including further restrictions and limitations set out in the Second Schedule to the Section 106 Agreement.
- (F) The Owner intends to lease part of the Land (hereinafter referred to as **Unit 3** and identified edged red on Plan 2) for development as retail premises unconnected with the garden centre and has submitted a planning application to ADC for a change of use of part of the Land (Planning Application Reference A/79/12 the **Planning Permission**).
- (G) The terms of the Section 106 Agreement are inconsistent with the intended use of Unit 3 and so the Owner and the Mortgagee and ADC have agreed for this Deed of Variation to be entered into to vary the Section 106 Agreement.
- (H) West Sussex County Council is the highways authority for the area of the Land and is a party to this deed only in respect of the WSCC infrastructure works plan and contribution.

1. Definitions and Interpretations.

1.1 In this Deed references to defined terms have the same meaning as set out in the Section 106 Agreement.

1.2 In this Deed unless the context requires otherwise:

1.2.1 the rules of Interpretation in this clause apply in this Deed

1.2.2 a person includes a corporate or unincorporated body

- 1.2.3 unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it
- 1.2.4 a reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them
- 1.2.5 writing or written does not include e-mail
- 1.2.6 except where a contrary intention appears, a reference to a clause is a reference to a clause of this Deed
- 1.2.7 clause headings do not affect the Interpretation of this Deed
- 1.2.8 words importing the singular include the plural and vice versa
- 1.2.9 words importing persons include the firms, companies and corporations and vice versa
- 1.2.10 any obligation on any party not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control
- 1.2.11 references in this Deed to clauses schedules and annexures are to clauses schedules and annexures to this Deed
- 1.2.12 references to any party shall be deemed to include a reference to such party's successors in title
- 1.2.13 the headings to the clauses and paragraphs and schedules shall not affect the interpretation
- 1.2.14 any references (whether specific or general) to any Act of Parliament or other legislation or decree include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Act of Parliament or other legislation or decree replaced by it or deriving validity from it
- 1.2.15 this Deed gives no rights under the Contracts (Rights of Third Parties) Act 1999 but does not affect any rights which are available apart from that Act

2 Variation of the Section 106 Agreement

- 2.1 The Section 106 Agreement shall be read and construed as varied by the provisions set out in Schedule 1 to this Deed
- 2.2 The Section 106 Agreement shall remain fully effective as varied by this Deed and the terms of this Deed shall have effect as though the provisions contained in this Deed had been originally contained in the Section 106 Agreement.
- 2.3 This Deed is conditional upon
- 2.3.1 the grant of Planning Permission and
- 2.3.2 the commencement of development pursuant to the Planning Permission by the carrying out of any material change of use (as defined in Section 56(4) of the Town and Country Planning Act 1990) at Unit 3 (Commencement of Development)

save for the provisions of clauses 4.3 and 4.4 and 8.1, which shall come into effect immediately upon completion of this Deed.

3. Owner Covenants

- 3.1 The Owner covenants with ADC to observe and perform the obligations on the Owner contained in the Section 106 Agreement as varied by this Deed.

4. Additional covenants by the Owner

- 4.1 The Owner covenants with the County Council to pay to the County Council the sum of SIXTEEN THOUSAND POUNDS (£16,000) as a contribution to the West Sussex County Council Infrastructure works plan: (**WSSC Plan Contribution**) to support the pedestrian enhancement scheme at A259/A280 junction, including cycleway/ footway and to support cycle facilities on Downs Road.

- 4.2 The WSSC Plan Contribution shall be paid to the County Council within eight weeks (8) of the date of Commencement of Development.

- 4.3 The Owner covenants to pay the reasonable legal fees of the West Sussex County Council (the County Council) in the sum of £700 on completion of this Deed.

- 4.4 The Owner covenants to pay the reasonable legal fees of ADC in the sum of £200 on completion of this Deed.

- 4.5 In respect of any sums due to the County Council under this Deed but not paid on the due date to pay interest on such sums at the Interest Rate from the due date for payment until actual payment and any such interest shall be treated as relevant contribution. The Interest Rate shall be the rate at 4% above the base rate from time to time of the Bank of England applicable at the date the relevant contribution in this Deed is paid.

- 4.6 For the avoidance of doubt the charges noted in clauses 4.3 and 4.4 are standard charges and shall not preclude the County Council or ADC respectively from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

5. ADC's Covenant

- 5.1 ADC covenants with the Owner to observe and perform the obligations on ADC contained in the Section 106 Agreement as varied by this Deed.

6. County Council's covenants

- 6.1 The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.

- 6.2 The County Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the County Council under this Deed which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the County Council of such payment together with interest at the Bank of England base rate from time to time for the period from the date of payment to the date of refund and for the avoidance of doubt any refund payable under this clause shall be made to the party having made the original payment and not necessarily the Owner at the time of the refund.

- 6.3 The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

7 Mortgagee's consent

7.1 With the intention of acknowledging the Owner's legal estate in the Land is encumbered by the Section 106 Agreement and this Deed the Mortgagee as mortgagee of the Land hereby gives its consent to:

7.1.1 the execution of this Deed

7.1.2 the exercise by the Owner of any right power or discretion conferred on the Owner by this Deed

7.1.3 the registration of this Deed as a local land charge within the meaning of the Local Land Charge Act 1975 Act; and

Provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

7.2 The Mortgagee shall have no liability after it has discharged its security or has disposed of the Land whether by sale or otherwise except for any breach of the Agreement that it has caused.

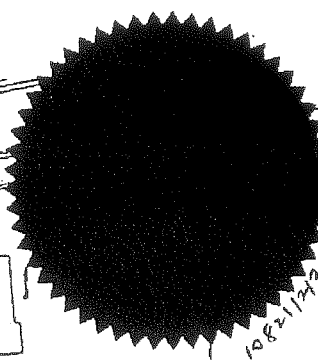
8 Memorandum

8.1 As soon as reasonably possible following completion of this Deed the Owner and Council will endorse a memorandum on the Section 106 Agreement in the following terms:

"This Section 106 Agreement has been varied by a Deed of Variation dated [●] and made between (1) Haskins Garden Centres Limited (2) Santander (3) Arun District Council (4) West Sussex County Council"

9 Proper Law

9.1 This deed shall be governed by English law



RETAIL UNITS, ROUNDSTONE

Scale: 1/500 @ A1

PROPOSED SITE PLAN

[illegible]

SCHEDULE 1

Variation to the Section 106 Agreement

- 1 The definition of the Land in the Section 106 Agreement shall remain as drafted however Unit 3 shown edged red on the plan annexed to this Deed given drawing reference number PL(o)01G and marked "Plan 2" shall be excluded from the restrictions and limitations previously imposed upon it by the Second Schedule to the Section 106 Agreement
- 2 Notwithstanding anything in the Use Classes Order and Permitted Development Order 1995 or equivalent the use of Unit 3 shall from the date of this Deed be restricted to the retail sale of arts and crafts and hobby products and equipment including cake decorating and sweet making and associated products and ancillary items including the sale of confectionery.

Executed as a deed by Haskins Garden Centres
acting by:

and I, the undersigned, being a director or secretary of the company, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the books of the company.

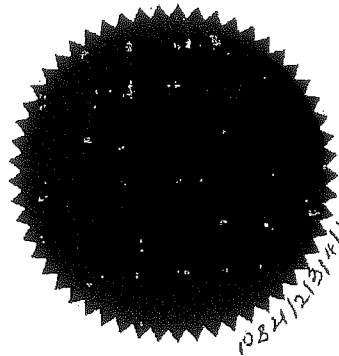
Witness my hand and seal this 1st day of May 2015.

Executed as a deed by Santander UK plc

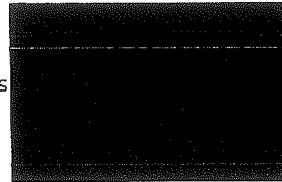
Address: 1 OORDET STREET, SOUTHAMPTON, HANTS, SO15 2DP

Occupation: RISK MANAGER, SANTANDER.

The common seal of Arun District Council was affixed
this deed in the presence of:



The common seal of West Sussex County Council was
affixed to this deed in the presence of:



Dated: 23 December 2010

Between:

- [1] Haskins Garden Centres Limited [The Owner]
- [2] Lloyds TSB Bank plc [The Mortgagee]
- [3] Arun District Council [ADC]

AGREEMENT AND DEED OF DISCHARGE

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at Haskins [formerly Roundstone] Garden Centre Littlehampton Road A259
Ferring West Sussex

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: A/ 109 /10

23rd December

This Agreement is dated _____ 2010 and is made between:

- [1] Haskins Garden Centres Limited [Co reg no 3368084] whose registered office is at Longham Ferndown Dorset BH 22 9DJ
["the Owner"]
- [2] Lloyds Bank TSB Plc [Co reg No 2065] whose registered office is at Dept No 9325 Bristol Securities Centre PO Box 853 Unit 8 City Business Park Easton Road Bristol BS 99 5 HZ ["the Mortgagee"]
- [3] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ["ADC"]

1.0 Background

- 1.1 The Owner is the registered proprietor under title number WSX 252363 of the land at Haskins [formerly Roundstone] Garden Centre Littlehampton Road A259 Ferring West Sussex shown for identification purposes only edged red on the attached plan [and hereinafter called "the Land"].
- 1.2 The Land is charged to the Mortgagee.
- 1.3 ADC is the local planning authority for the area of the Land .
- 1.4 The Owner has by planning application number FG/109 /10 applied to ADC for planning permission to develop the Land by demolition of the existing garden centre nursery structure and dwellinghouse and the erection of a garden centre building including ancillary A3 covered and open sales area and car parking service areas hedge and tree planting and balancing pond and ADC is minded to grant the planning application subject to the planning obligations contained within this Deed which the parties agree to enter
- 1.5 Consequent upon that resolution to grant Planning Permission the parties agree that the Planning Obligation made 21 April 2006 between Haskins

Garden Centres Limited [1] Lloyds TSB Bank plc [2] and ADC[3] needs to be discharged and replaced with the present Planning Obligation

- 1.6 The Owner the Mortgagee and ADC enter into this Deed with a view to effecting those agreements

2. Interpretation

In this Agreement:

- 2.1 Words importing the masculine include the feminine and vice versa.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 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.
- 2.5 Any reference to a clause or schedule or plan is to one in to our attached to this Agreement.
- 2.6 Any reference to a colour or letter is to be on the plans attached to this Agreement.
- 2.7 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.8 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of ADC the successor to its functions.
- 2.9 "the Act" means the Town & Country Planning Act 1990
- 2.10 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement.
- 2.11 "the Application" means the planning application number A/109/10 made by Owner to develop the Land and mentioned at clause 1.4 above
- 2.12 "the Application Site" means the Land

2.13 "the Development" means the development of the Land proposed by the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission.

2.14 "the Original Planning Obligation "means the Planning obligation referred to at clause 1.5 above

3. Enabling Provisions

This Agreement is made pursuant to Section 106 106A of the Act, Section 111 of the Local Government Act 1972, and all other enabling powers.

4. Deed of Discharge

4.1 The Owner the Mortgagee and ADC agree that :-

[a] the Original Planning Obligation shall from the date of Commencement of the Development be discharged

[b] the Original Planning Obligation shall be replaced by this Deed from the date of Commencement of the Development

5. Commencement

5.1 This Agreement shall come into effect upon the date of this Agreement but the obligations in Clause 6 and the Second Schedule shall become effective only on the commencement of the Development in accordance with Section 56 of the Act.

5.2 On Commencement of the Development the Owner will give to ADC notice in writing of that commencement in the form of The Commencement Notice annexed to this Deed as Schedule 1 addressed to ADC's Head of Planning Services

6. Use as Garden Centre Only and Sale of Limited Range of Goods Listed in the Second Schedule

The Owner and the Mortgagee agrees with ADC

- 6.1 not to use the Land for any use save as a Garden Centre
- 6.2 not to sell or display for sale on the Land any goods other than those listed in the Second Schedule hereto
- 6.3 to Observe and perform restrictions and limitations upon the use of the Land set out in the Second Schedule

7. Legal and Administrative Costs

The Owner and the Mortgagee agree with ADC;-

Legal Costs

- 7.1 to pay on completion of this Agreement to the ADC its legal costs incurred in preparing and entering into this Agreement

Monitoring Costs

- 7.2 to pay on commencement of the Development to the ADC a contribution of £100 [minor application] incurred in monitoring compliance with this Agreement
- 7.3 to pay on commencement of the Development to the ADC their additional administrative costs incurred in monitoring compliance with each obligation contained in this Agreement in the sum of £50 for each obligation [amounting in total to £50] calculated as follows :-

Use of land only as Garden Centre and observing restrictions and limitations
£50.00

[GRAND TOTAL of sums due under these clauses 6.3 and 6.4 above = i.e. [100+ 50= £ 150.00]

- 7.4 For the avoidance of doubt the above charges are standard charges shall not preclude ADC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when

circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

8. General

The parties agree that:

- 8.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission
- 8.2 nothing in this Agreement grants planning permission or any other approval consent or permission required from ADC in the exercise of any other statutory function
- 8.3 nothing in this Agreement fetters or restricts the exercise by ADC of any of its powers
- 8.4 the obligations contained in Clauses 6 and the Second Schedule are planning obligations for the purpose of Section 106 of the Act
- 8.5 this Agreement constitutes a deed
- 8.6 this Agreement is enforceable by ADC
- 8.7 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts [Rights of Third Parties] Act 1999
- 8.8 This Agreement shall apply to the Development as authorised by the planning permission issued pursuant to the planning application or to the Development after variation or renewal of the planning permission from time to time
- 8.9 [a] This Agreement is a Local Land Charge and shall be registered as such by ADC
[b] The Original Planning Obligation shall be removed from the Local Land Charges Register by ADC

FIRST SCHEDULE

Commencement Notice

Pursuant to Clause 4.2 in Planning Obligation Described Below

I advise you that the Development described below was commenced on the Start Date stated in this Notice.

Dated this ____ day of ____ 200 .

Signed _____

On Behalf Of: _____

To:	[1] Assistant Director of Planning and Housing Strategy Arun District Council, Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF [DX: 57406] Littlehampton
FROM:	
DEVELOPMENT AT:	
NATURE OF DEVELOPMENT:	
PLANNING PERMISSION DATE & REFERENCE	
PLANNING OBLIGATION DATE & PARTIES	
START DATE:	

SECOND SCHEDULE

Roundstone Garden Centre Limitations

- (1) Food and drinks restricted to 200 square metres of floor area.
- (2) Items associated with gardening and garden use.
- (3) Fruit, vegetables, plants (including bulbs and seeds), shrubs, trees and fresh and dried flowers.
- (4) Buildings designed for garden use or enjoyment including garden sheds, greenhouses, summer houses, gazebos, pergolas, garden offices and, if predominantly constructed of glass or other translucent materials, conservatories.
- (5) Garden Furniture and accessories/barbeques, and furniture designed for use in conservatories or other garden buildings limited to 600 square metres floor space and a maximum height of 2.5 metres.
- (6) Garden ornaments and statuary, vases and other containers for the growing and display of outdoor and indoor plants and flowers.
- (7) Books, Magazines, indoor games, periodicals, videos and CD and DVD ROMs limited to 200 square metres of floor space.
- (8) Garden landscaping materials, excluding general building and DIY supplies not directly connected with the garden.
- (9) Materials, equipment and fittings for swimming pools, fish and ornamental ponds and lakes and for the surfacing of pool surrounds and garden paths.
- (10) Garden fencing and garden paving.
- (11) Fish and fish supplies (excluding angling and/or fishing equipment), limited to 200 square metres floor space and a maximum height of 2.5m.
- (12) Christmas Trees, including artificial Christmas trees and Christmas decorations limited to 1st October to 15th January each year.
- (13) Pets and pet supplies limited to 300 square metres of floor space and maximum height of 2.5 metres.
- (14) Artificial flowers and artificial trees (excluding artificial Christmas trees) restricted to an aggregated total of 150 square metres of floor space and a maximum height of 2.5 metres.
- (15) Garden clothing and footwear, including wellington boots, garden aprons and smocks, gardening boots and clogs, gardening gloves, gardening hats, gardening rain proofs and gardening overalls restricted to 250 square metres of floor space and a maximum height of 2.5 metres.
- (16) Machinery for garden use and the servicing of it.
- (17) A3 self-service restaurant for hot and cold food and drinks.

(18) Other items incidental to the operation of the garden centre as a garden centre and ancillary to its character as a garden centre limited to an aggregated total of 400 square metres of floor space .

(19) Arts and Craft products with a display area limited to 250 square metres of floor space.

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und

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SIGNED and DELIVERED

by Lloyds bank PLC

as its Deed in the

presence of:

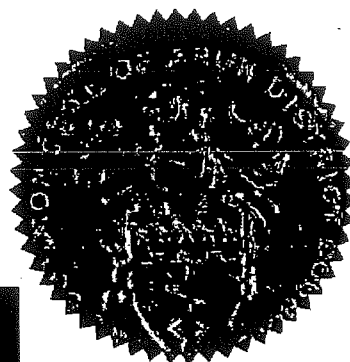


20/12/10

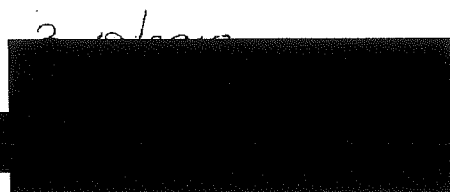
SEALED with the COMMON SEAL

of ARUN DISTRICT COUNCIL

in the presence of:



Seal Book No:



Authorised Signatory



SEALED with the CORPORATE SEAL

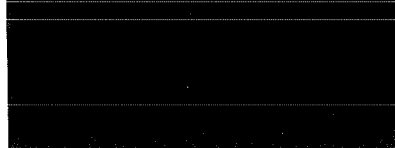
of Haskins Garden Centre Limited

in the presence of:

Director



Secretary





Roberts **Limbrick**
ARCHITECTS

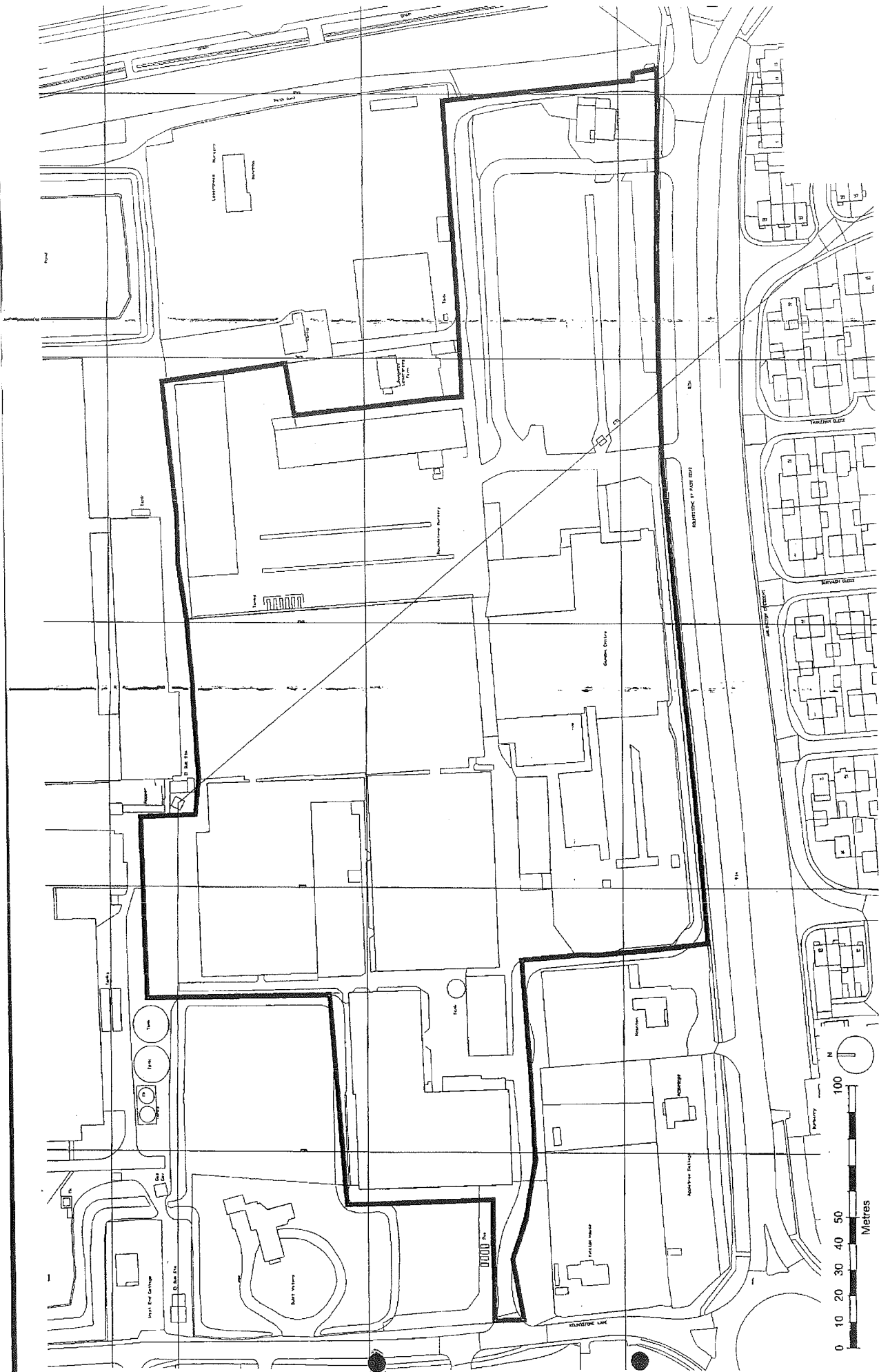
ARUN DISTRICT COUNCIL A/109/10

HASKINS
GARDEN CENTRE

SITE LOCATION PLAN

Scale: 1:250@A3 Date: August 2010 Drawing: 6353 PL07

Prins Court College Street Gloucester GL1 2NE E: mal@roberts-limbrick.com



Roberts Limbrick
ARCHITECTS

Friars Court College Street Gloucester GL1 2NE T: 0333 405 500 E: email@robertslimbrick.com

HASKINS ROUNDSTONE GARDEN CENTRE

HASKINS
for garden pleasure

Scale: 1:1250@A3 Date: August 2010 Drawing: 6433 PL07

SITE LOCATION PLAN

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4. The fourth part of the document discusses the implications of the findings and provides recommendations for future action. It includes a list of specific steps that should be taken to address the identified issues and improve the organization's performance.

5. The fifth part of the document provides a final summary of the findings and recommendations. It includes a list of key takeaways and a final statement of the organization's commitment to transparency and accountability.