

THIS AGREEMENT is made the Seventh day of April
One thousand nine hundred and eighty-nine BETWEEN ARUN DISTRICT
COUNCIL of The Arun Civic Centre Maltravers Road Littlehampton in
the County of West Sussex BN17 5LF (hereinafter called "the
Council") of the one part and PAUL LANGMEAD of Roundstone Farm
Littlehampton Road Ferring aforesaid (hereinafter called "the
Owner") of the other part

W H E R E A S:

(1) The District Council is the local planning authority for the
purposes of the Town and Country Planning Act 1971 for the area
within which the property the subject of this agreement is
situated

(2) The Owner is the owner in fee simple absolute in possession
free from incumbrances of the land specified in the First Schedule
hereto (hereinafter referred to as "the Property")

(3) An application (Reference No. A/113/88) dated 25th July 1988
has been made to the Council for permission to develop the Property
and the Council is satisfied that the development disclosed by the
said application is such as may be approved under the said Act
subject to the covenants hereinafter contained

NOW THIS AGREEMENT made in pursuance of Section 52 of the Town and
Country Planning Act 1971 and Section 33 of the Local Government
(Miscellaneous Provisions) Act 1982 and all other powers the
parties hereto enabling WITNESSETH as follows:-

1. THE Council hereby approve the said development (Reference
No. A/113/88) subject to the conditions set out in the Notice of
Approval of even date

2. THE Owner for himself and his successors in title hereby
covenants with the Council with intent to bind the Property and
every part thereof into whosoever hands the same may come and to
the intent that this covenant may be enforced by the Council
against persons deriving title under the Owner pursuant to Section
52 of the Town and Country Planning Act 1971 as if the Council were
possessed of adjacent land and this covenant had been expressed to
be made for the benefit of such land to observe and perform the
covenants set out in the Second Schedule hereto

3. (1) Notwithstanding anything hereinbefore contained the foregoing covenants shall not prohibit or restrict or require anything to be done before the date on which the development specified in the planning permission shall be taken to be begun within the meaning of Section 41 or 42 and Section 43 of the 1971 Act

(2) If the planning permission shall expire before the development has been begun as aforesaid or is revoked or otherwise withdrawn or without the consent of the Owner or his successors in title modified by any statutory procedure this Agreement shall thereupon cease to have effect

IN WITNESS whereof the Council has set its Common Seal and the Owner has set his hand and seal the day and year first hereinbefore written

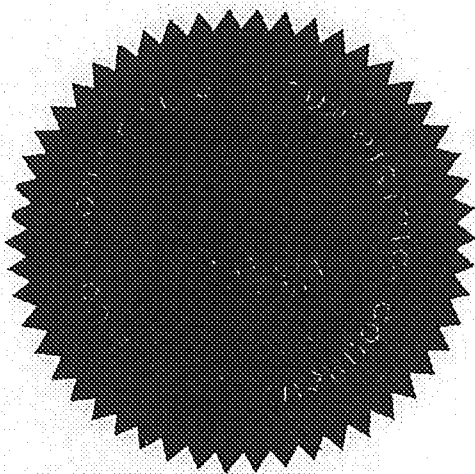
FIRST SCHEDULE

Part of Roundstone Farm Littlehampton Road Ferring West Sussex shown coloured red on the plan accompanying the said planning application

SECOND SCHEDULE

1. To use the property only as a farm shop and not to use the land for the sale of any goods whatsoever other than farm produce items associated with garden use and fruit vegetables and plants
2. Not to display any advertisement on the property unless consent has been granted in writing by the Council

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



Authorised Signatory

Seal Book No. 306/89

(SIGNED SEALED and DELIVERED
(by the said PAUL LANGMEAD in
(the

Paul Langmead