

Bronte Welham

From: Amanda Scholes on behalf of Planning.Responses
Sent: 07 March 2018 08:27
To: Planning Scanning
Subject: FW: (CMS 6373) Roundstone Farm Shop, Littlehampton Road. Discharge of S.52 Agreement -A.141.17.PO and A.81.17.PL
Attachments: 2018-03-06-04 Completion statement.doc; 2018-03-06-03 Scanned copy of Deed of Variation.pdf

From: Anita Gardner
Sent: 06 March 2018 16:41
To: Planning.Responses
Subject: FW: (CMS 6373) Roundstone Farm Shop, Littlehampton Road. Discharge of S.52 Agreement -A.141.17.PO and A.81.17.PL

Please scan as consultation response

Anita Gardner | Principal Planner, Directorate of Place, Arun District Council | Location: First Floor, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF

Visit Arun's web site at www.arun.gov.uk



Save the environment - think before you print.

From: Jeremy Cook
Sent: 06 March 2018 16:18
To: Sue Loveday; Rosalind Bentley; Nicola Spencer; Anita Gardner; Juan Baeza; Land Charges
Subject: (CMS 6373) Roundstone Farm Shop, Littlehampton Road. Discharge of S.52 Agreement -A.141.17.PO and A.81.17.PL

Dear All

Please find attached the completion statement and the Deed of Variation.

Please note that the effect of this is to discharge a non-financial obligation and the current entry on the Local Land Charges re Planning Application A/113/88 relating to use of the shop for retail is to be removed as discharged.

Regards

Jeremy Cook

Barrister
For Arun District Council

DATE

March 4
FEBRUARY 2018

ARUN DISTRICT COUNCIL

(1)

AND

PAUL LANGMEAD and

(2)

AND

ELIZABETH CHARLOTTE LANGMEAD

(3)

AGREEMENT UNDER SECTION 106A OF
THE TOWN AND COUNTRY PLANNING
ACT 1990 TO DISCHARGE OF SECTION
52 AGREEMENT IN RESPECT OF LAND
AT ROUNDSTONE FARM SHOP,
ROUNDSTONE FARM, LITTLEHAMPTON
ROAD, FERRING, WEST SUSSEX. BN12
6PW

PLANNING APPLICATION A/141/17/PO

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

DATED THIS 07 DAY OF MARCH FEBRUARY 2018

PARTIES

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex. BN17 5LF (**"the Council"**)
- (2) **PAUL LANGMEAD** of Roundstone Farm, Littlehampton Road, Ferring, West Sussex BN12 6PW (**"the First Owner"**)
- (3) **ELIZABETH CHARLOTTE LANGMEAD** of Roundstone Farm, Littlehampton Road, Ferring, West Sussex BN12 6PW (**"the Second Owner"**)

The First Owner and the Second Owner shall be known jointly as the Owners

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) The Owners are the freehold owners of the Property free from encumbrances.
- (C) On 7th April 1989 the Council and the First Owner entered into the Original Agreement.
- (D) The parties have agreed to the Discharge of 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 52 of the Town and Country Planning Act 1971 dated 7th April 1989 between the Council and the Owner in relation to Planning Application A/113/88

"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 Deed shall be discharged and cease to have effect from the date of this Agreement

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.

The common seal of ARUN DISTRICT COUNCIL

was affixed to this document in the presence of:

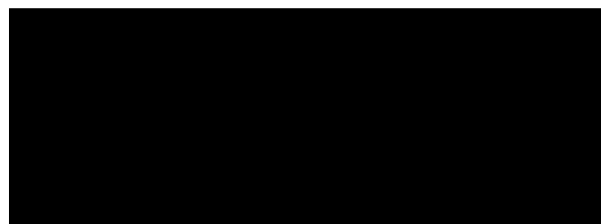


SALLY SWIDEN
CONTRACTS LAWYER

Authorised signatory



Signed as a deed by PAUL LANGMEAD in the presence of:



[Signature of Paul Langmead]



[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

AMANDA SANDERS
27 CORSE VIEW
EAST PRESTON
WEST SUSSEX
BN16 1AY - BOOKKEEPER.

Signed as a deed by ELIZABETH CHARLOTTE LANGMEAD in the presence of:



[Signature of Elizabeth Charlotte Langmead]



[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

AMANDA SANDERS
27 CORSE VIEW
EAST PRESTON
WEST SUSSEX
BN16 1AY
BOOKKEEPER.

Instruction for S106 Agreements/Deed of Variations/Supplemental Agreements etc

This instruction also provides the necessary authority and acts as a heads of terms

CHECKLIST:

- Authority/Decision Maker details (or if not known at instruction stage)
- 2 Plans – Location and Site Plan – area outlined in red
- Names of all parties to the S106
- Heads of Terms to be included in the S106

Planning Application Ref: A/141/17/PO and A/81/17/PL	Today's date:	Current 14/09/17	Deadline	Date:	Planning Officer: A Gardner
Type of Agreement: Please select <u>one</u> of the following: *S106 Agreement, Pagham Harbour Agreement, Unilateral Undertaking, Deed of Variation, Supplemental Agreement, Other					
Who is responsible for this decision? Officer or Members? (NB <u>Pagham Agreements</u> – The authority will not be known at validation stage so please note Legal Officer to check later)					
PLANNING OFFICER – Complete BOX A or COMMITTEE – Complete BOX B					
BOX A – The Decision is delegated to a Planning Officer to agree the terms and finalise the S106 on behalf of the Council: (signature of Officer with the power): Print Name: Constitution Issue 8: Part 4 Section 3 Paragraph 3.1.1.		BOX B – The Decision has been, or is to be made by Members at a Committee Meeting: - If this is a Development Control Committee Decision that has already been made, provide: Date of Development Control Meeting: 19/07/2017 Minute Number: 111 - If this is for Development Control Committee to make the Decision at a future meeting, please provide the date of the meeting or insert 'to be advised' if the date has not been set Date of Future Development Control Meeting: xx/xx/xx or To Be Advised If this a Pagham Harbour Contributions Agreement – Advise Legal Services here that the delegated authority is not known at validation stage. xxxxxxxx			
List Full Names of all parties to the S106		1.Arun District Council 2.Paul Langmead 3.Elizabeth Langmead 4.			
Please attach the following plans, with the site <u>outlined in red</u> : - a location plan, and - a site plan					

HEADS OF TERMS – Planning Officer to complete

FINANCIAL obligation(s) summary or change	Trigger Point	Amount	Due to (ADC, WSCC, NHS, other)	Destination/ project	5% or £15,000 for related projects	Spend by restriction

NON-FINANCIAL Obligation Summary	Trigger Point	Due To (ADC, WSCC, Other)	Department/Officer to Confirm Compliance
DISCHARGE OF PLANNING OBLIGATION	COMPLETION OF AGREEMENT	NONE	

COMPLETION REPORT

To be completed by Legal Services when the Agreement has been registered and finalised, then circulated to interested parties:

Seal Register Number: 32/2018	Date of Agreement (or <u>original deed/agreement</u> if this is a variation/supplemental): 6TH March 2018
Legal Ref: CMS 6373	Statement completed by: Jeremy Cook

Please distribute completed statement to: Sue Loveday (Deed Store), Ros Bentley (S106 Monitoring Officer), Nicola Spencer (Planning) and landcharges@arun.gov.uk