

DATE

*March 2*  
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 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 7<sup>th</sup> 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 7<sup>th</sup> 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 SUGDEN  
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.

