Planning Application Reference:	**A/148/05/**
Document Type:	**S106 Agreement**
Date of Agreement:	**12th July 2007**

NB: Text in bold to be included in free text field.

Guidelines for Blocking

Check thoroughly for **names with addresses** and block.
Check **maps** for signatures and block.
Check throughout for **signatures** and block.

Please return original to s106 Monitoring Officer

ARUN DISTRICT COUNCIL A/148/05/

Dated: 12th July 2007

Between:

[1] Paul and Elizabeth Langmead (The Owner)

[2] Dean and Dyball Developments Limited (The Developer)

[3] Arun District Council (ADC)

AGREEMENT

under Sections 106 and 106A of the Town & Country Planning Act 1990 and other powers
Land South of A259 Littlehampton Road Angmering West Sussex

Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON
Reference: A/148/05

Ref/dj/po/varyA259

This Agreement is dated 12 July 2007 and is made between:

[1] [redacted]

[2] [redacted]

[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 142361 of the Land

1.2 ADC is the local planning authority

1.3 The Developer is a Construction company and has been or will be contracted to construct the Development described below

1.4 The First Permission was granted by ADC

1.5 The Planning Obligation was completed in support of the First Permission

1.6 The First Permission was then varied by the Second Permission to the extent set out in the Second Permission

1.7 The Owner the Developer and ADC have agreed that revisions are required to the Planning Obligation and are entering into this agreement to give effect to those revisions

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 or 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 unless specifically stated otherwise

2.9 "the Act" means the Town & Country Planning Act 1990

2.10 "the First Permission" means the outline planning permission dated 15 March 2006 granted pursuant to planning application number A/148/05 permitting the development of the Land as car showrooms and associated access parking and landscaping

2.11 "the Second Permission" means the planning permission dated 28 June 2006 granted pursuant to planning application number A/44/06

2.12 "agreed" or "approved" means agreed or approved in writing and given for the purpose of this Agreement

ARUN DISTRICT COUNCIL A/148/05/

2.13 "the Planning Obligation" means the Agreement made under S106 Town and Country Planning Act 1990 on 14 March 2006 between Paul and Elizabeth Langmead (1) Frost Cars, Richmond Cars (Bognor Regis) Limited and Harwoods Limited (2) and Arun District Council (3)

2.14 "the Development" means the development of the Land as permitted by the Planning Permission

2.15 "Local Firm" means a person who has carried on a trade or business in the administrative area of ADC for at least 5 years at the date when that person first Occupies the Land

2.16 "Occupation" means the occupation of the Land for the use permitted by the Planning Permission whether as freehold owner or as lessee or other lesser interest but not including occupation of the Land for the purpose of constructing the Development as permitted by the Planning Permission

2.18 "the Planning Permission" means the First Permission as varied by the Second Permission

2.19 "Commencement of Development" means the date on which the Development commences by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act

2.20 "the Land" means the area of land south of the A259 Littlehampton Road Angmering West Sussex shown for identification purposes only hatched black on the Plan

2.21 "the Plan" means the plan attached to this agreement

2.22 "the Commencement Notice" means the notice annexed to this annexed to this agreement as Schedule 1

3. **Enabling Provisions**

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

2.13 "the Planning Obligation" means the Agreement made under S106 ,Town and Country Planning Act 1990 on 14 March 2006 between Paul and Elizabeth Langmead (1) Frost Cars, Richmond Cars (Bognor Regis) Limited and Harwoods Limited (2) and Arun District Council (3)

2.14 "the Development" means the development of the Land as permitted by the Planning Permission

2.15 "Local Firm" means a person who has carried on a trade or business in the administrative area of ADC for at least 5 years at the date when that person first Occupies the Land

2.16 "Occupation" means the occupation of the Land for the use permitted by the Planning Permission whether as freehold owner or as lessee or other lesser interest but not including occupation of the Land for the purpose of constructing the Development as permitted by the Planning Permission

2.18 "the Planning Permission" means the First Permission as varied by the Second Permission

2.19 "Commencement of Development" means the date on which the Development commences by the carrying out on the Land pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act

2.20 "the Land" means the area of land south of the A259 Littlehampton Road Angmering West Sussex shown for identification purposes only hatched black on the Plan

2.21 "the Plan" means the plan attached to this agreement

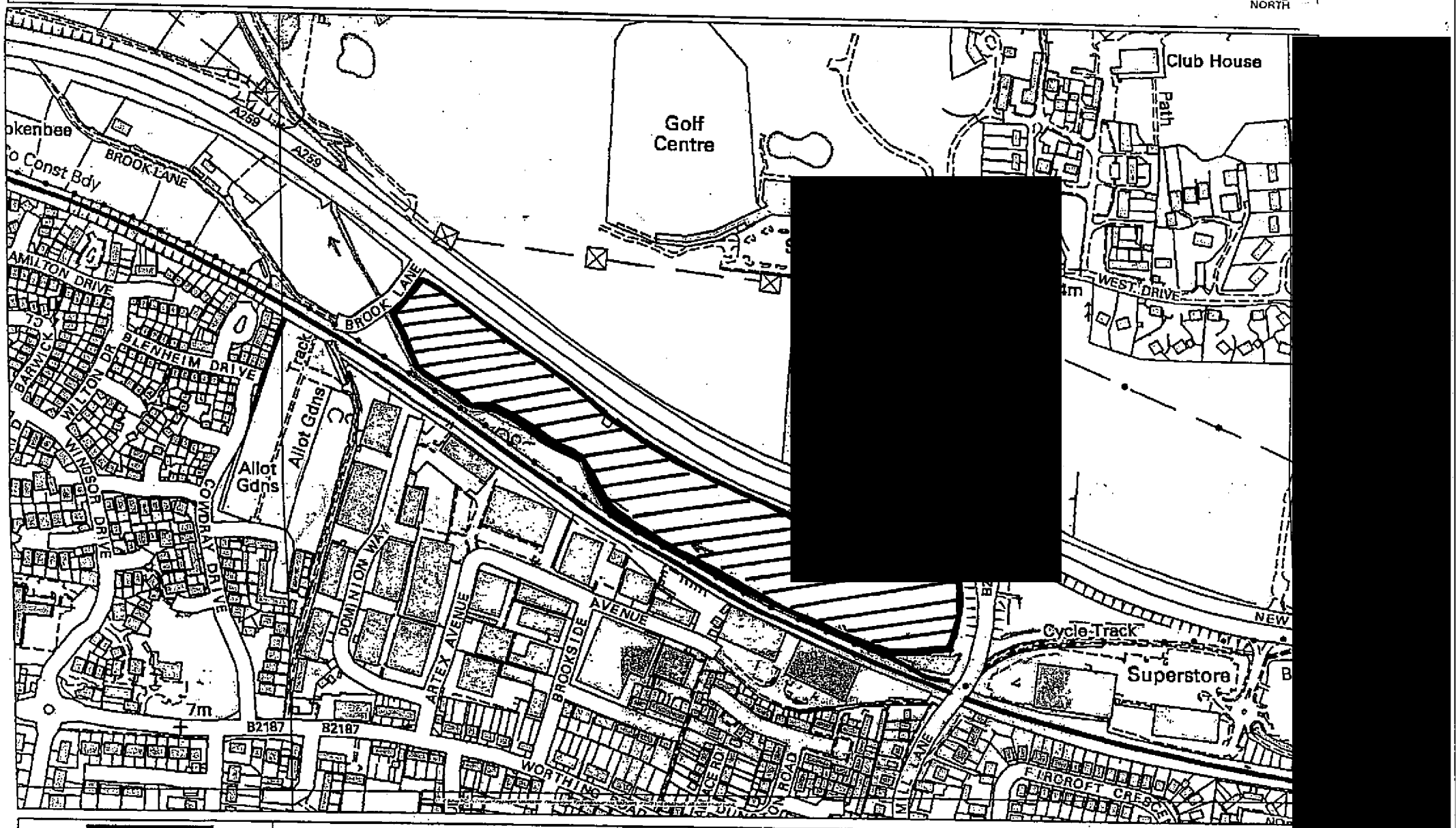
2.22 "the Commencement Notice" means the notice annexed to this annexed to this agreement as Schedule 1

3. **Enabling Provisions**

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

ARUN DISTRICT COUNCIL A/148/05/

A/148/05 General location plan, not part of application



ARUN DISTRICT COUNCIL

Based on the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Arun District Council, 100018487, 2005.

Scale 1/5000

Date 28/2/2006

Centre = 505379 E 103378 N

Plan may not be up to date

42

4. **Commencement of Agreement and Development**

4.1 This Agreement shall come into effect upon the date of this Agreement

4.2 On Commencement of Development the Owner will give to ADC notice in writing of that commencement in the form of The Commencement Notice and such notice shall be addressed to ADC's Head of Planning Services or such equivalent as there may be at the time

5. **Discharge of 2006 Agreement**

The Owner agrees with ADC:-

5.1 that from the date of this Deed the Planning Obligation is discharged and replaced by this Agreement

5.2 the provisions of this Agreement shall replace the provisions of the Planning Obligation

5.3 The fact of discharge of the Planning Obligation shall be registered in the Local Land Charges Register

6. **Restrictions on occupation**

6.1 The Owner and Developer covenant with ADC that for the period of five years beginning on the Commencement of the Development only a Local Firm or Local Firms shall be permitted to Occupy the Land unless otherwise agreed with ADC in writing

6.2 ADC agrees with the Owner and the Developer that the restriction contained in clause 6.1 shall not apply to the Owner and/or the Developer where they are occupying the Land for other purposes and in particular for the purpose of carrying out the Development PROVIDED THAT this clause 6.2 does not permit the Owner and/or the Developer to occupy the Land for any purposes that would constitute a breach of planning control and does not limit restrict or in any way prejudice ADC in exercising their powers as a local planning authority

7. **Costs**

The Owner and the Developer agree with ADC :

7.1 to pay to ADC its reasonable legal costs incurred in preparing and entering into this Agreement

8. **General**

The parties agree that:

8.1 nothing in this Agreement 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 Clause 6 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 or to the Development after variation or renewal of the Planning Permission from time to time

8.9 This Agreement is a Local Land Charge and shall be registered as such

SCHEDULE 1

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] Head of Planning Services, 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:	

[redacted]

IGNED and D
y Paul Langm
s a Deed in th
resence of:

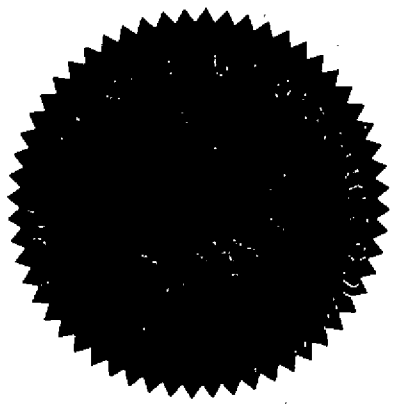
[redacted]

SIGNED and D
by Elizabeth L
is a Deed in th
presence of:

[redacted]

SEALED with
of ARUN DISTRICT COUNCIL

[redacted]



Authorised Signatory

SEALED with the CORPORATE SEAL
of DEAN AND DYBALL DEVELOPMENTS LIMITED
in the presence of:

[redacted]

Director

Secretary