Dated: March. 14th. 2006

Between:

[1] Paul & Elizabeth Langmead [The Owner]

[2] Frosts Cars, Richmond Cars (Bognor Regis) Limited & Harwoods [The Applicant]

[3] Arun District Council [ADC]

UNILATERAL UNDERTAKING

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land south of the A259, Littlehampton Road, Angmering, West Sussex

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Delwyn Jones
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
DX 57406 LITTLEHAMPTON

Reference: _____
Committee: _____
Date: _____
Minute No: _____

This Deed of Unilateral Undertaking is dated 8 March 2006 and is made by:

[1] Mr Paul Langmead and Mrs Elizabeth Charlotte Langmead of Roundstone Farm, Littlehampton Road, Ferring, West Sussex, BN12 6PW

["the Owner"]

[2] Frost (Cars) Limited whose registered offices are at 69/75 Brighton Road, Shoreham by Sea, Sussex, BN4

Richmond Cars (Bognor Regis) Limited whose registered office are at 66/70 Oxford Street, Southampton, OS14 3D

Harwoods Limited whose registered office are at Trinity House, School Hill, Lewes, East Sussex, BN7 2NN

["the Applicant"]

In favour of:

[3] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF

["ADC"]

1.0 **Background**

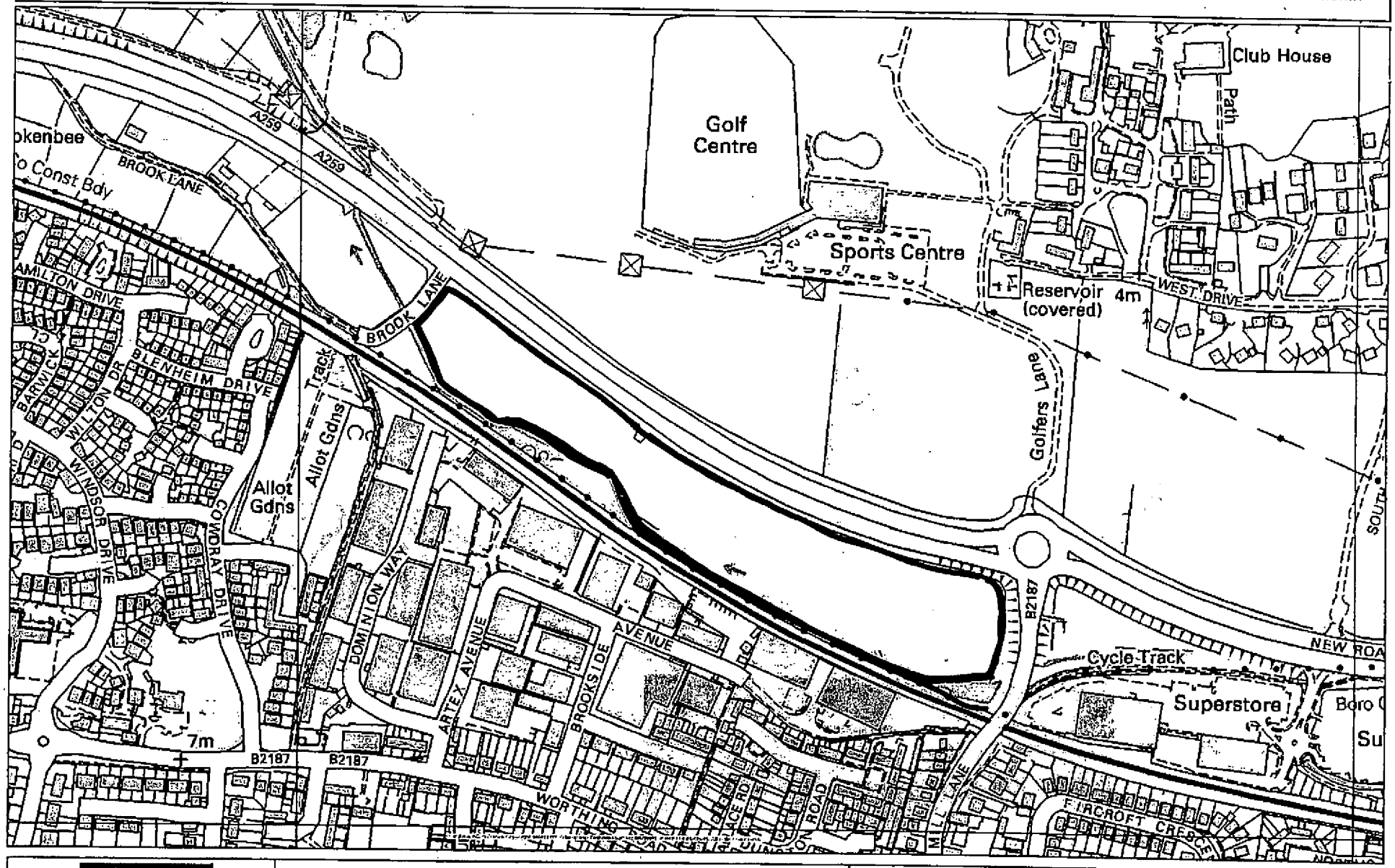
1.1 The Owner is the registered proprietor under title number WSX 142361 of the land south of the A259, Littlehampton Road, Angmering, West Sussex shown for identification purposes only edged black on the attached plan and hereinafter called "the Land".

1.2 ADC is the local planning authority.

1.4 The Owner in cooperation with the Applicant has by planning application number A/148/05 applied to ADC for outline planning permission to develop the Land for car showrooms and associated access, parking and landscaping.

ARUN DISTRICT COUNCIL A/148/05/

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



ARUN DISTRICT COUNCIL

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Scale 1/5000

Date 28/2/2006

Centre = 505379 E 103378 N

Plan may not be up to date

2. **Interpretation**

In this Deed:

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 Deed.

2.6 Any reference to a colour or letter is to be on the plans attached to this Deed.

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 Deed 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 successors 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/148/05 made by the Applicant to develop the Application Site

2.12 "Deal with" means to let assign, subject, mortgage, charge part with possession of, or share.

2.13 "Local Firm" means trades or businesses which have been located within the District of Arun for at least 5 years as at the time when the Land is acquired.

2.14 "Specified Date" means the date upon which an obligation arising under this Agreement is due to be performed.

3. **Enabling Provisions**

This Deed is made pursuant to Section 106 of the Act, and all other enabling powers.

4. **Commencement**

4.1 This Deed shall come into effect upon the date of this Deed but the obligations in Clause 5 shall become effective upon:

4.1.1 planning permission being issued pursuant to planning application number A/148/05; and

4.1.2 the commencement of the Development in accordance with Section 56 of the Act save that for the purposes of this clause works of demolition site clearance levelling decontamination remediation investigations surveys and security fencing shall not be deemed to amount to commencement

4.2 On Commencement of the Development the Owner will give to ADC [and WSCC] 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.

Dev 8 "firm concerned" so wider but allows appeal after 5 years

5. **Occupation**

OK. as S106A, B

5.1 *Only the applicant or a local firm to occupy in the first 5 years*

For the first five years after the commencement of the Development ("the first five years"):-

[a] the Land shall not be occupied by any person other than one or more of the companies which comprise the Applicant and/or a Local Firm or Local Firms

[b] The Owner shall not dispose of the whole or any part of the Land otherwise than to the Applicant or a Local Firm or Local Firms

provides basis what we need but DEV 8 could be Applicant only

6. **Certificates**

The Owner and the Applicant undertake with ADC:

6.1 where this Deed imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owner and the Applicant shall give to the ADC notice of the Specified Date not more than seven days after such Specified Date

6.2 if the Owner and/or Applicant fails to give the notice required under Clause 6.1 the ADC shall be entitled in its absolute discretion to determine the Specified Date and shall give notice to the Owner and Applicant of its determination

7. **Costs**

The Owner agrees with ADC:

7.1 to pay to the ADC its legal costs incurred in preparing this Deed in the sum of £

8. **General**

The Owner and the Applicant agree that:-

8.1 nothing in this Deed constitutes or constitutes an obligation to grant planning permission

8.2 nothing in this Deed 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 Deed fetters or restricts the exercise by ADC of any of their powers

8.4 the obligations contained in Clause 5.1 are planning obligations for the purpose of Section 106 of the Act.

8.5 this Deed constitutes a deed

8.6 this Deed is enforceable by ADC as to Clause 5.1

8.7 nothing in this Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999

8.8 This Deed shall apply to the Development as authorised by the planning permission issued pursuant to the Application or to the Development after variation or renewal of the planning permission from time to time

8.9 This Deed is a Local Land Charge and shall be registered as such by ADC

8.10 The Applicant shall only be liable for any breach of the terms of this Deed insofar as such breach relates to part of the Land of which it is the legal owner at the time of such breach

8.11 Neither the Applicant nor the Owner shall be liable for a breach of the obligations imposed by this Deed (save for antecedent breaches) after they shall have parted with all of their respective interests in the Land

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:	

WITNESS

SIGNED and DELIVERED)
as a deed by PAUL LANGMEAD)
and ELIZABETH LANGMEAD)
in the presence of:)

[redacted]

[redacted]

EXECUTED AS A DEED
by FROST (CARS) LIMITED
acting by two directors or
a director and the Secretary

[redacted]

EXECUTED AS A DEED)
by RICHMOND CARS)
(BOGNOR REGIS) LIMITED)
acting by two directors or)
a director and the Secretary)

[redacted]

WITNESS

[redacted]

EXECUTED AS A DEED)
by HARWOODS LIMITED)
acting by two directors or)
a director and the Secretary)

[redacted]

A. WHITE

[redacted]

WITNESS

[redacted]