

Dated:

24 February 2009

Between:

[1] Joy Margaret Lee [The Owner]

[2] Arun District Council [ADC]

AGREEMENT

under Section 106 of the Town & Country Planning Act 1990
and other powers

Land at Barnham Windmill and Barnham Windmill House Yapton Road Barnham West
Sussex PO22 0BD

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

Reference: BN/10/07 and BN/11/07/L
Committee: DCC 16/1/08

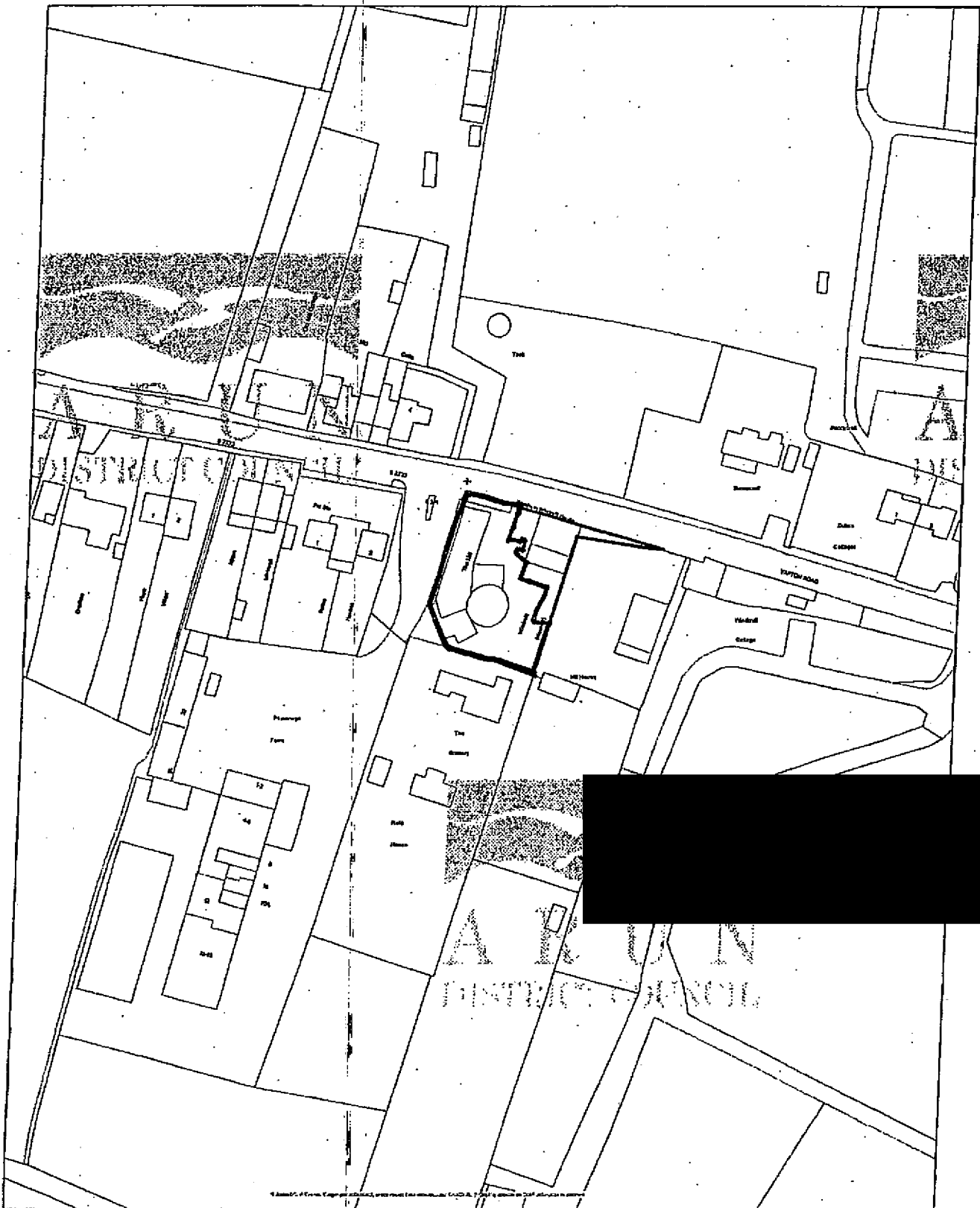
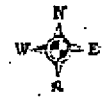
This Agreement is dated _____ and is made between:

- [1] Joy Margaret Lee of Barnham Windmill House Yapton Road Barnham West Sussex PO 22 0BD ["the Owners"]
- [2] Arun District Council of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ["ADC"]

1.0 Background

- 1.1 The Owner is freehold owner of the Land under title No WSX 325063 the Land being Barnham Windmill House Yapton Road Barnham West Sussex PO 22 0BD shown for identification purposes only edged black on the attached plan [and hereinafter called "the Land"].
- 1.2 ADC is the local planning authority .
- 1.3 The Owner has by planning application number BN /10/07 A applied to ADC for full planning permission to develop the Land by conversion of mill to form four separate dwellings together with revised entrance layout , garaging associated parking and garaging for existing dwelling on site .

BN/11/07 - General location plan only, not part of application.



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Arun District Council 100018487.

Scale 1/1250

Date 18/12/2007

Centre = 498791 E 103963 N

Plan may not be up to date.

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- 1.5 The Owner has by Listed Building Consent application number BN /11/07 applied to ADC for Listed Building Consent to develop the Land by conversion of mill to form four separate dwellings together with revised entrance layout garaging associated parking and garaging for existing dwelling on site .

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 to our 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 and to any deriving title through or under that party and in the case of the ADC the successors to their respective 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 Planning Application" means the planning application number BN/10/07

2.12 ""the LB Application" means the application for Listed Building consent under ref BN 11/07/L

2.13 "Barnham Windmill Preservation Project" means the project referred to in Clause 5 of this Agreement to restore retain and maintain the Barnham Wind Mill on the Land in accordance with the Barnham Wind Mill Restoration Specification

2.14 "Barnham Wind Mill Restoration Specification" means :-

(i) a Specification of the Works required to achieve the "Barnham Windmill Preservation Project"

(ii) which works shall as a minimum contain works of restoration and preservation of these parts of the Barnham Wind Mill :-

(a) the cap and stocks

(b) Internal Wind Mill Works

(c) fantail

(d) all other parts and internal works detailed in the Planning Statement Appendix F

as detailed within the Planning Application and LB Application and in particular within paragraph 5.8 "Policy Dev 12 Protection and Reinstatement of Original Features in Listed Buildings " of the Planning Statement and the Photographs at Appendix F

(iii) and which Specification shall be agreed between the Owner and ADC in accordance with Clause 5

2.15 "the Development" means the development of the Land proposed by the Planning Application or the LBC Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission.

2.16 " First occupation " means permanent residential use of the dwelling within Use Classes Order 1987 Use Class C3

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

3. Enabling Provisions

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

4. Commencement

4.1 This Agreement shall come into effect upon grant of the Planning Application and the LB Application but the obligations in Clause 5 shall become effective only on the commencement of the Development in accordance with Section 56 of the Act.

4.2 On Commencement of the Development the Owner will give to ADC 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.

5. Provision and Execution of Barnham Wind Mill Preservation Project

The Owner agrees with ADC

5.1 Prior to Commencement of the Development to submit to ADC and agree with ADC (agreement not to be unreasonably withheld) the Barnham Wind Mill Restoration Specification

5.2 to carry out the works detailed within the Barnham Wind Mill Restoration Specification to the reasonable satisfaction of ADC .

5.3 to complete the works the works detailed within the Barnham Wind Mill Restoration Specification no later than the first occupation of the second dwelling forming part of the Development on the Land .

6. Costs

The Owner agrees with ADC :-

- 6.1 to pay to the ADC its reasonable legal costs incurred in preparing and entering into this Agreement

7. General

The parties agree that:

- 7.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission
- 7.2 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
- 7.3 nothing in this Agreement fetters or restricts the exercise by ADC of any of their powers
- 7.4 the obligations contained in Clause 5 are planning obligations for the purpose of Section 106 of the Act
- 7.5 this Agreement constitutes a deed
- 7.6 this Agreement is enforceable by ADC
- 7.7 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 save for the transfer provisions at clause 5
- 7.8 This Agreement shall apply to the Development as authorised by the planning permission issued pursuant to the planning application or to the Development after variation or renewal of the planning permission from time to time
- 7.9 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 _____

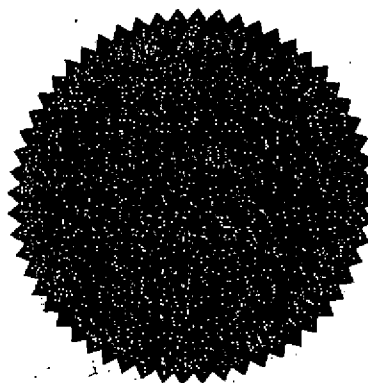
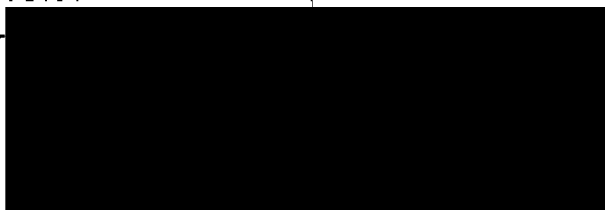
On Behalf Of: _____

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:	

SIGNED and DELIVERED

by Joy Margaret Lee as her Deed in the
presence of:

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the pr



Seal Book No: 22/2009

Authorised Signatory

