

THIS AGREEMENT is made the eighteenth day of September
One thousand nine hundred and eighty-seven BETWEEN ARUN DISTRICT
COUNCIL of The Arun Civic Centre, Maltraverse Road, Littlehampton in
the County of West Sussex BN17 8LP (hereinafter called "the
Council") of the one part and L. NICHOLAS (DEVELOPMENTS) LIMITED
whose registered office is South Pallant House, South Pallant
Chichester, West Sussex PO19 1TH (hereinafter called "the Owner") of
the other part

WITNESSETH:

- (1) The District Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the area within which the property the subject of this agreement is situated
- (2) The Owner is the owner in fee simple absolute in possession free from incumbrances of the land specified in the First Schedule hereto (hereinafter referred to as "the land")
- (3) An application (Reference No. BR/75/87) dated 18th February 1987 has been made to the Council for permission to develop the Property and the Council is satisfied that the development disclosed by the said application is such as may be approved under the said Act subject to the covenants hereinafter contained

NOW THIS AGREEMENT made in pursuance of Section 52 of the Town and Country Planning Act 1971 and Section 73 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers the parties hereto enabling WITNESSETH as follows:-

1. THE Council hereby approve the said development (Reference No. BR/75/87) subject to the conditions set out in the Notice of Approval of even date
2. THE Owner for itself and its successors in title hereby covenants with the Council with intent to bind the land and every part thereof into whatsoever hands the same may come and to the intent that this covenant may be enforced by the Council against persons deriving title under the Owner pursuant to Section 52 of the Town and Country Planning Act 1971 as if the Council were possessed of adjacent land and this covenant had been expressed to be made for the benefit of such land to observe and perform the covenants set out in the Second Schedule hereto
3. (1) Notwithstanding anything heretofore contained the foregoing covenants shall not prohibit or restrict or require anything to be done before the date on which the development specified in the planning permission shall be taken to be begun within the meaning of

Section 41 of the 1971 Act.

(2) If the planning permission shall expire before the development has been begun as aforesaid or its revocation or otherwise withdrawn or without the consent of the Owner or his successors in title modified by any statutory procedure this Agreement shall thereupon cease to have effect.

IN WITNESS whereof the Council and the Owner have set their respective Common Seals this day and year first hereinbefore written

FIRST SCHEDULE

Land situate at and known as St. Albans Clarence Road Egnor Regis in the County of West Sussex as the same is edged red on the Plan attached to the said planning permission (Ref. ER/75/87).

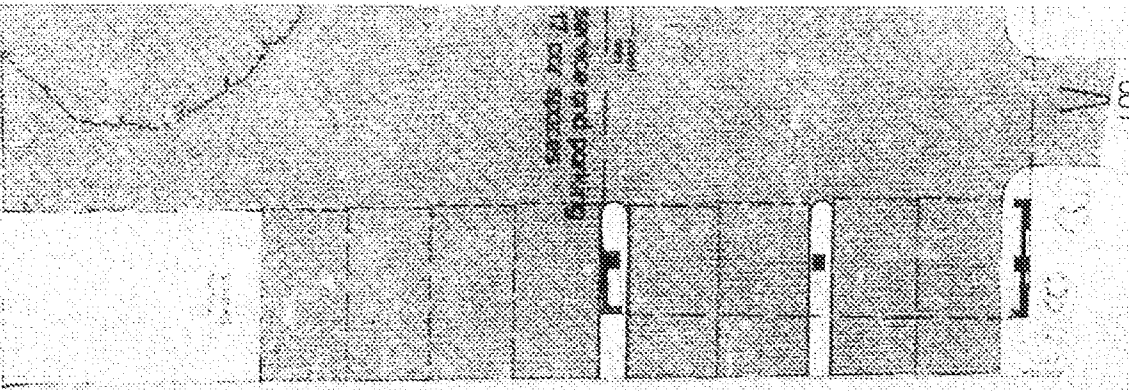
SECOND SCHEDULE

Not to use the seven first floor flats situate on the Land and identified in substitute Plan No. 8909/2B attached to the said planning permission (Ref. ER/85/87) to be occupied by persons of less than State Pensionable Age PROVIDED THAT it shall not be deemed to be a breach of this covenant either in the case of occupation of any of the flats comprised in the property by:-

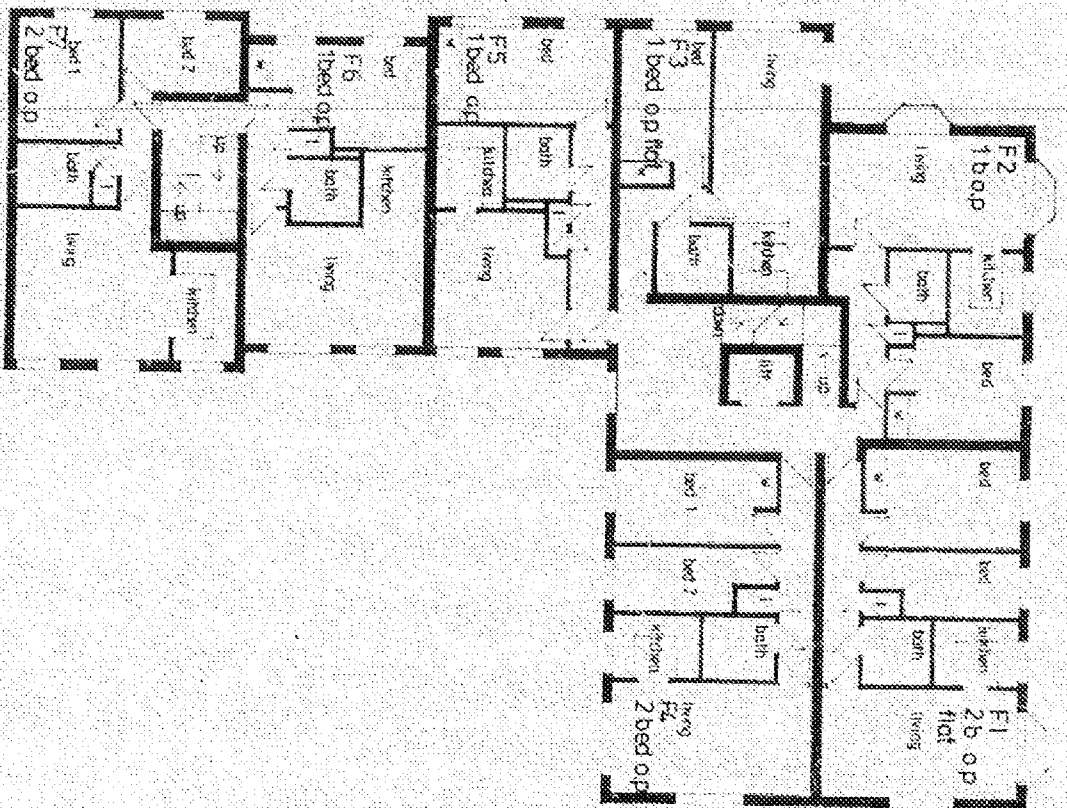
- (a) a husband or wife where one of them is below State Pensionable age
- (b) a spouse below State Pensionable age following the death of his or her spouse

AND not to use the said flats for any other purpose than is permitted by the Approval and in particular for any purpose which would give rise to any future change of use and require the provision of a greater number of car parking spaces in accordance with the Council's adopted car parking standards than is required in connection with the development as hereby approved.

OUT



first



second

