

DATED

P. Steele January

2006

- [1] JOHN LAMBIE BAIRD
and ALISON TAIT BAIRD [The Owners]
- [2] ARUN DISTRICT COUNCIL [ADC]

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990
Land at Baird Farm Shop A259 Clymping near Littlehampton
West Sussex

Brachers
59 London Road
Maidstone
Kent
ME16 8JH



THIS AGREEMENT is made the

day of

2006

BETWEEN

(1) JOHN LAMBIE BAIRD and ALISON TAIT BAIRD both of Rigates The
Street Clymping West Sussex ("the Owners")

(2) ARUN DISTRICT COUNCIL of Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN17 5LF ("ADC")

1 DEFINITIONS

In this Agreement unless the context otherwise requires the following
expressions shall have the following meanings:-

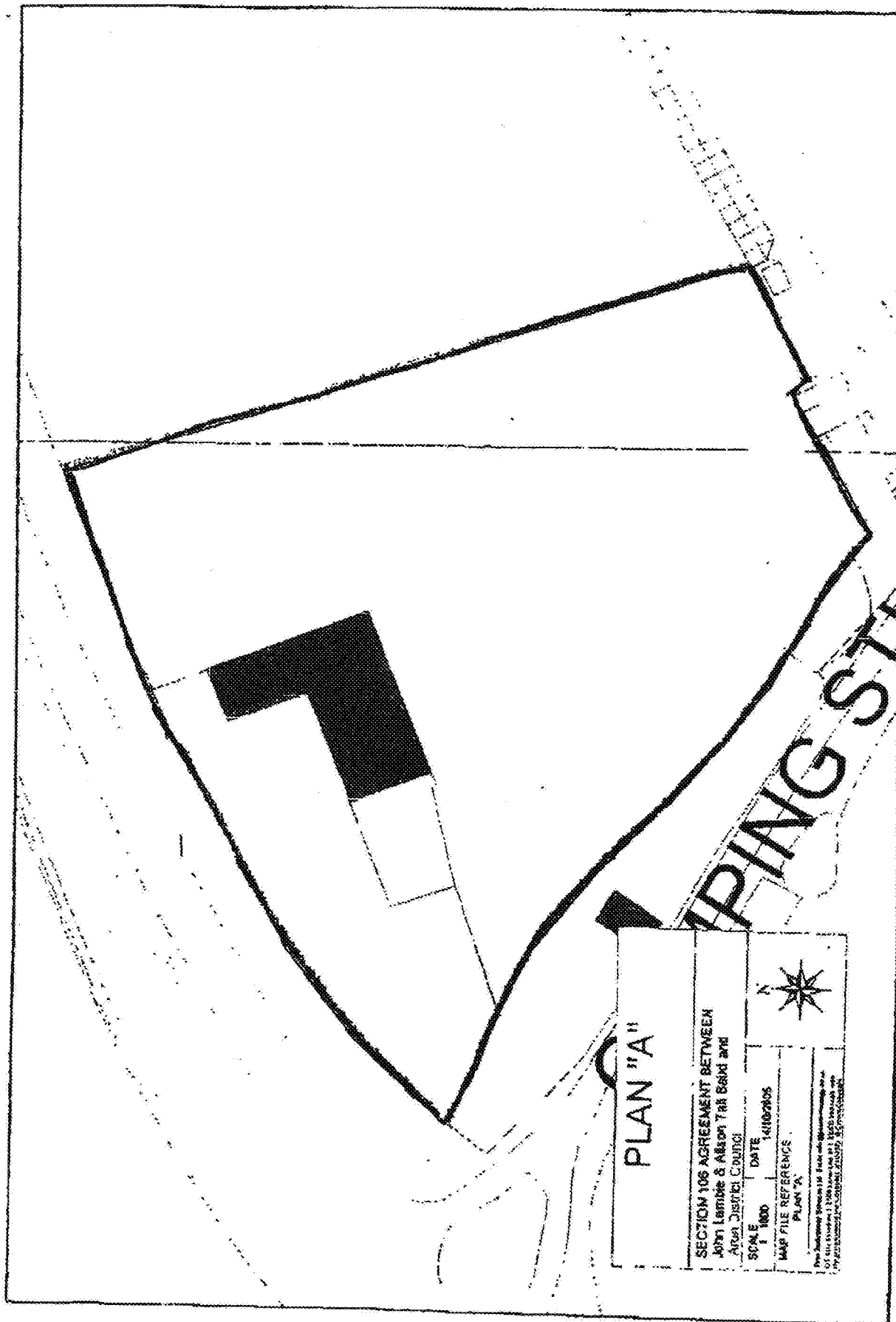
- 1.1 "the Act" The Town and Country Planning Act 1990 as
amended by the Planning and Compensation
Act 1991
- 1.2 "the Application" Application number CM/40/02 dated 10th
July 2002 and received on 23rd December
2002 in respect of Bairds Farm Shop
Crookthorne Lane Clymping West Sussex
for extension to the farm shop to provide
sales and associated facilities
- 1.3 "Commencement of Development" The date upon which the development is
begun by any material operation as defined
in Section 56 of the Act and for the purposes
of determining whether or not a material
operation has been carried out there shall be
disregarded such operations as
archaeological investigation site clearance
site preparation site filling diversion and
laying of services erection of fencing and
hoardings
- 1.4 "the Development" The extension of Bairds Farm Shop to
provide sales and associated facilities as
defined in the Application
- 1.5 "the Land" The land at Bairds Farm Shop Crookthorne
Lane Clymping shown edged red on Plan A

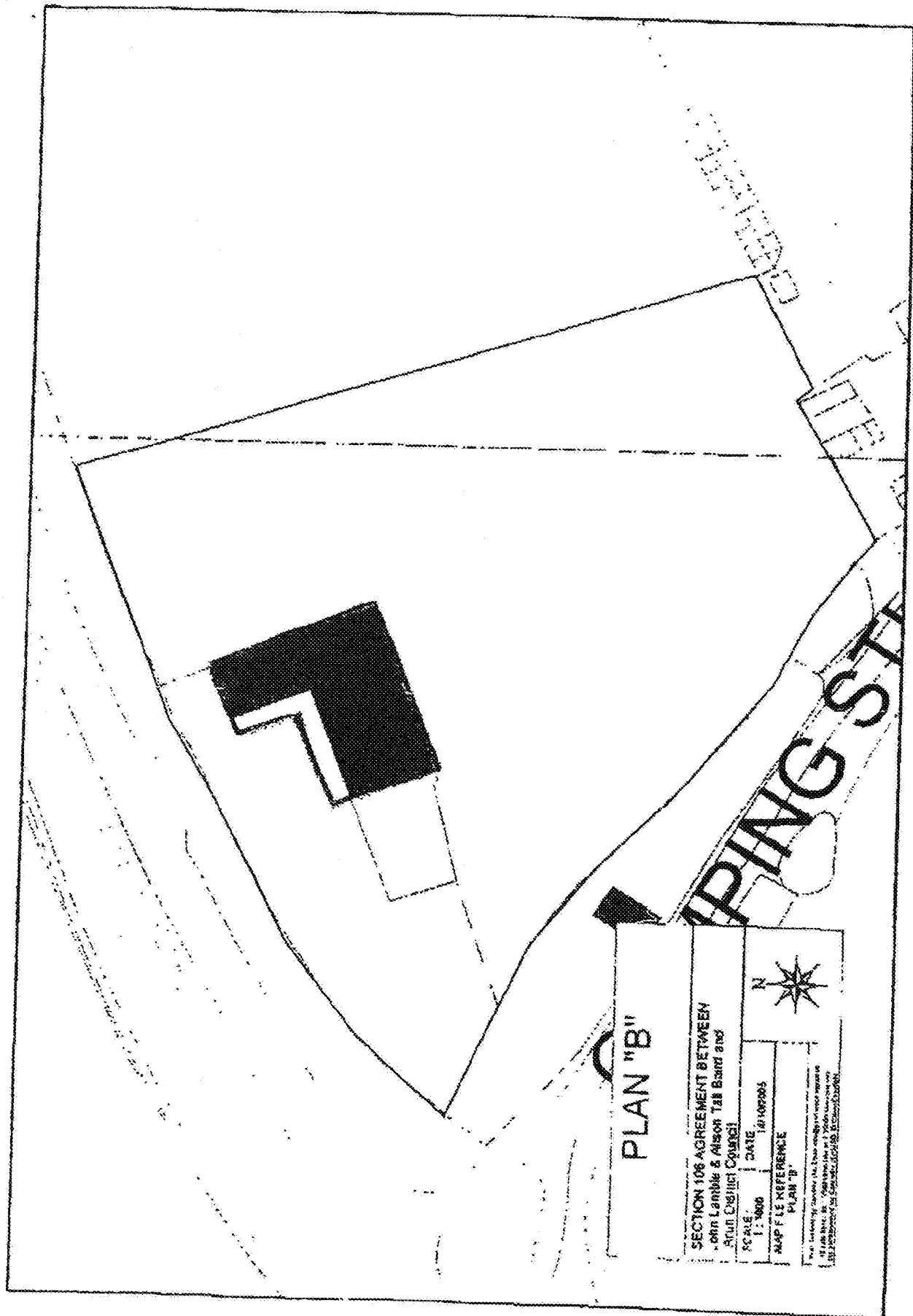
- | | | |
|------|---------------------------|---|
| 1.6 | "Plan A" | The plan annexed to this Agreement marked "A" |
| 1.7 | "Plan B" | The Plan annexed to this Agreement marked "B" |
| 1.8 | "the Planning Permission" | The planning permission for the Development to be granted by ADC on completion of this Agreement in the form of the draft attached hereto |
| 1.9 | "the Farm Shop" | The area outlined in red on Plan B |
| 1.10 | "Household Items" | Items necessary for the running of a household |
| 1.11 | "Processed" | Goods which have been subjected to any process designed to prolong shelf life and to which have been added preservatives seasoning or other ingredients |
| 1.12 | "Processed Meat" | Meat subjected to any process designed to prolong shelf life and to which has been added any preservatives seasoning or other ingredients provided that the predominant constituent of the finished product is meat |

2 INTERPRETATION

In this Agreement unless the context otherwise requires:

- 2.1 Words importing one gender shall include the other gender and words importing the singular shall include the plural and vice versa
- 2.2 References to any party to this Agreement shall include their respective successors in title and assigns and in the case of ADC also the successors to its functions
- 2.3 Whenever there is more than one person named as a party to this Agreement and where more than one party covenants or undertakes an obligation whether express or implied and whether a covenant is made by or with such a party then such covenants or obligations are made by or with such parties jointly and





severally

- 2.4 Reference in this Agreement to any enactment includes reference to that enactment as from time to time amended applied consolidated re-enacted by or having effect by virtue of any subsequent enactment and includes any bye law order rate regulation procedure scheme or other instrument having effect by virtue of an enactment

3 RECITALS

- 3.1 The Owners are the freehold owners of the Land which is registered at H. M Land Registry with title number WSX61415
- 3.2 ADC is the local planning authority for the purposes of the Act for the area in which the Land is situated
- 3.3 The Owners have submitted the Application to ADC for planning permission for the Development and ADC have resolved to grant permission in the form of the draft annexed hereto subject to the completion of this Agreement

4 STATUTORY POWERS AND OTHER PROVISIONS

- 4.1 This Agreement is made pursuant to Section 106 of the Act and all other enabling powers of ADC and is a planning obligation for the purposes of that section
- 4.2 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part of the Land in respect of which such breach occurs
- 4.3 This Agreement shall not take effect until ADC has granted planning permission in respect of the Application and the Development has commenced

- 4.4 On Commencement of the Development the Owners will notify ADC by way of the Commencement Notice annexed hereto as Schedule 1
- 4.5 ADC shall upon the written request of the Owners or the Mortgagee confirm in writing within seven days whether the obligations contained in this Agreement have been performed or otherwise discharged.

5 OWNERS' COVENANTS

- 5.1 The Owner covenants with ADC as follows:-
- 5.1.1 not to sell or display for sale any goods or produce within or from the Farm Shop other than the goods and produce specified in the table at Appendix A save where a variation of this Agreement has been agreed with the local planning authority
- 5.1.2 not to sell or display for sale within the areas of the Farm Shop used as the Bakery Shop the Butchers' Shop and the Greengrocery any goods or produce other than those specified in Appendix B as being for sale in those areas
- 5.1.3 to pay ADC's reasonable legal costs of the preparation and completion of this Agreement

6 ADC's COVENANTS

ADC covenants with the Owners:-

- 6.1 Forthwith on completion of this Agreement to issue the Planning Permission

7 LOCAL LAND CHARGE

- 7.1 This Agreement shall be registered as a local land charge in ADC's Register of Local Land Charges and ADC will apply for cancellation of any entry made in

the Local Land Charges Register in respect of this Agreement forthwith after the obligations of the Owners hereunder have been wholly performed or observed

8 NOTICES

8.1 Any notice under this Agreement shall be in writing and shall be sufficient notice if sent as follows:-

8.1.1 to ADC if addressed to the Head of Legal Licences or such other proper officer as defined within the Local Government Act 1972 at ADC's address

8.1.2 to the Owners if sent to their address at the head of this Agreement

9 MISCELLANEOUS

9.1 The construction validity and performance of this Agreement shall be governed by English law

9.2 The obligations contained in clauses 5 and 6 of this Agreement are planning obligations for the purposes of Section 106 of the Act

9.3 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

SIGNED and DELIVERED by
JOHN LAMBIE BAIRD as his
Deed in

Witness...

Signature

Name

Address

Aranda Suleta
8 East Ham Road
Littlehampton
W Sussex

SIGNED and DELIVERED by
ALISON TAIT BAIRD as her
Deed in

Witness..

Signature

Name

Address... 8 Essex Street
Littlehampton
W Sussex

SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL

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A

APPENDIX A

ITEMS NECESSARY FOR THE RUNNING OF A HOUSEHOLD

APPENDIX B

THE BAKERY SHOP

1. BAKERY AND DELICATESSEN PRODUCE WHETHER FRESH, FROZEN, PROCESSED OR UNPROCESSED.
2. BAKERY AND DELICATESSEN CONDIMENTS AND SUNDRIES

THE BUTCHERS SHOP

1. MEAT AND FISH WHETHER FRESH, FROZEN, PROCESSED OR UNPROCESSED.
2. MEAT AND FISH CONDIMENTS AND SUNDRIES.

GREENGROCERY

1. FRUIT AND VEGETABLES WHETHER FRESH, FROZEN, PROCESSED OR UNPROCESSED.
2. FRUIT AND VEGETABLE CONDIMENTS AND SUNDRIES.