

Planning Application Reference:	CM/13/04/
Document Type:	Section 106 Agreement
Date of Agreement:	20th December 2004

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

Check thoroughly for **telephone numbers/email addresses & signatures** and block.
Check **maps** for signatures and block.

Please return original to s106 Monitoring Officer

Dated: 20 December 2004

Between:

- [1] Ashcombe Construction Limited [The Owner]
[2] Wilsco 294 Limited [The Applicant]
[3] ~~Barclays Bank Plc~~ ~~[The Mortgagee]~~
[4] Arun District Council [ADC]
- 

• AGREEMENT •

under Section 106 of the Town & Country Planning Act 1990
and other powers
Land at Rear Of The Oystercatcher, Yapton Road, Climping, West Sussex

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

Reference: CM/13/04
Committee: Development Control
Date: 25th August 2004

This Agreement is dated 20 January 2004 and is made between:

[1] Ashcombe Construction Limited, Co.Reg.No. 03363600 whose registered office is at 31 Jenson Gardens, Andover, Hants, SP10 3UA
["the Owner"]

[2] Wilson 294 Limited, Co.Reg.No. 03797373 whose registered office is at 31 Jenson Gardens, Andover, Hants, SP10 3UA
["the Applicant"]

~~[3] Barclays Bank Plc, Co.Reg.No. 1026167 whose registered office is at Barclays Loan Servicing Centre, PO Box 299, Birmingham B1 3F~~
~~["the Mortgagee"]~~

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

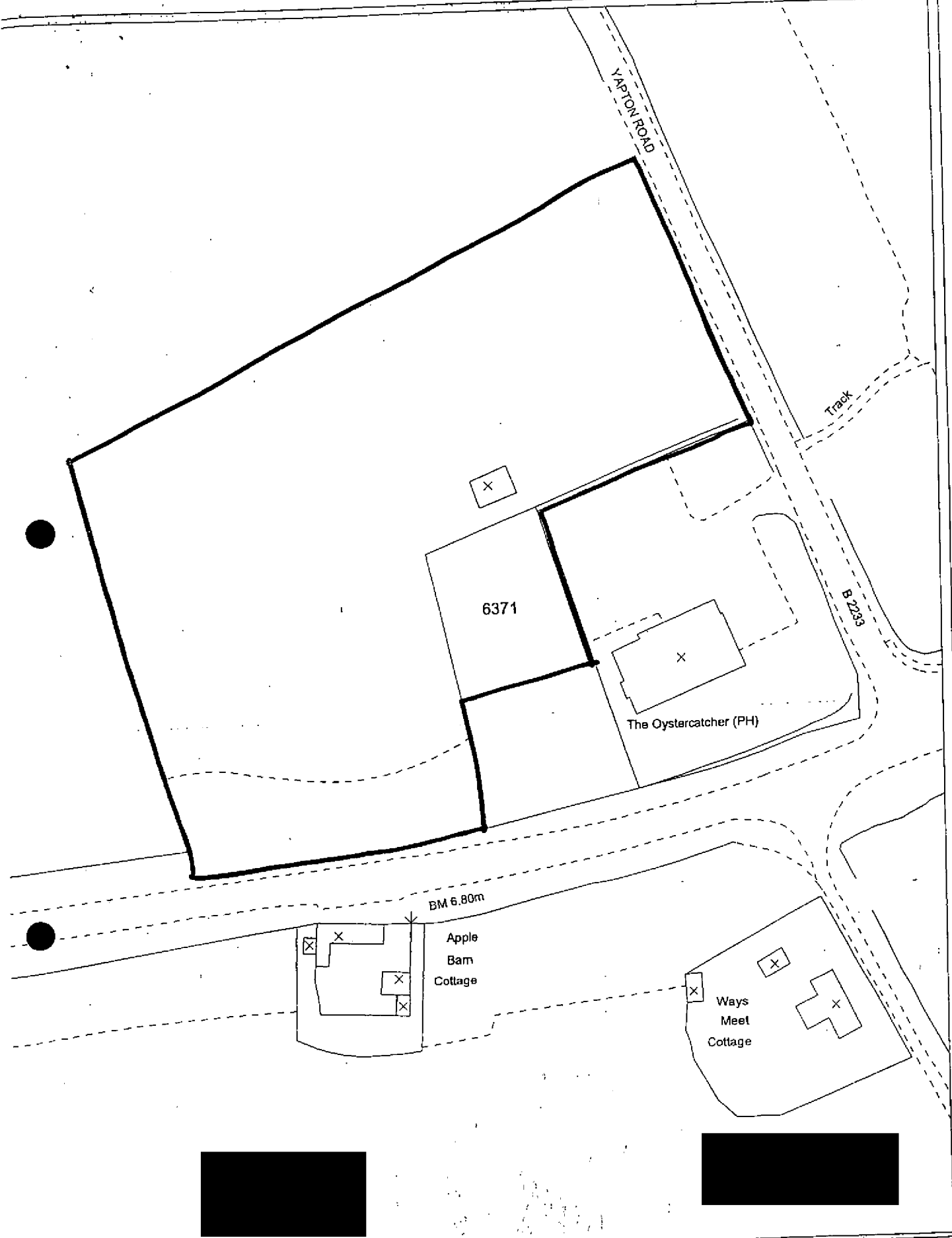
1.0 Background

1.1 The Owner is the registered proprietor under title number WSX207445 of the land at the rear of The Oystercatcher Public House, Yapton Road, Climping, West Sussex, BN17 5RU shown for identification purposes only edged black on the attached plan [and hereinafter called "the Land"].

~~1.2 The Land is charged to the Mortgagee.~~

1.3 ADC is the local planning authority.

1.4 The Applicant has by planning application number CM/13/04 dated 5th May 2004 and received on 10th May 2004 applied to ADC for planning permission to develop the Land by variation of Condition 9 in planning permission reference CM/9/99 so as to extend the length of the holiday season from 1st March to the next 15th January and to permit a permanent wardens lodge on the Land.



CM/13/04/
Land rear of Oystercatcher
Climping

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Arun District Council 100018487 2004

Scale: 1:

ARUN
DISTRICT COUNCIL

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 ADC the successors to its 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 Application" means the planning application number CM/13/04 made by the Applicant to develop the Land.
- 2.12 "the Development" means the development of the Land proposed by the Application or permitted by planning permission granted pursuant to the Application or carried out substantially in accordance with such planning permission.

- 2.13 "the 2001 Obligation" means a Planning Obligation made 26th June 2001 between ADC [1] and Ashcombe Construction Limited [2].
- 2.14 "the Wardens Lodge" means the caravan referred to in Clause 6.3 of this Deed.

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 the date of this Agreement.

5. **Discharge of 2001 Obligation**

- 5.1 The parties agree that from the date of this Deed the 2001 Obligation is discharged.
- 5.2 The discharge shall be recorded on the 2001 Obligation and every copy of it by way of a memorandum which shall be copied to each party and the registration at the Local Land Charges Registry shall be cancelled.

6. **Limits on Times & Purposes for Caravan Occupancy**

- 6.1.1 Subject to 6.3 below no caravan on the Land shall be occupied as a sole or main residence
- 6.1.2 Subject to 6.3 below no caravans on the Land shall be occupied other than for holiday purposes
- 6.2 Subject to 6.3 below no caravan on the Land shall be occupied for holiday purposes other than during the period commencing 1st March to the following 15th January.

6.3 **PROVIDED THAT:**

- [i] The above limitations in Clauses 6.1 and 6.2 shall not apply to the Wardens Lodge.
- [ii] The Wardens Lodge shall be a caravan on the Land the use of which was Wardens Lodge and location of which shall be approved by ADC such

approval not to be unreasonably withheld or delayed.

- [iii] That agreement shall not be varied other than by further written agreement by the parties.

7. Costs

The Owner and the Applicant agree with ADC:

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

8. Mortgagee's Consent & ~~Licensee's Consent~~

The Mortgagee and ~~Licensee~~ and Applicant consent to the Owner's entering into this Agreement and acknowledge that this Agreement binds the Land.

9. General

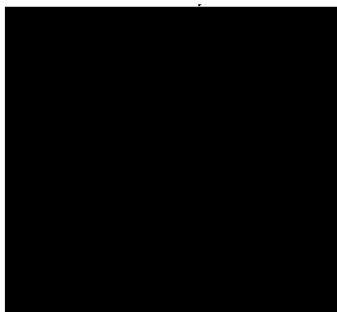
The parties agree that:

- 9.1 nothing in this Agreement constitutes or constitutes an obligation to grant planning permission
- 9.2 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
- 9.3 nothing in this Agreement fetters or restricts the exercise by ADC of any of its powers
- 9.4 the obligations contained in Clause 6 is a planning obligation for the purpose of Section 106 of the Act
- 9.5 this Agreement constitutes a deed
- 9.6 this Agreement is enforceable by ADC as to Clause 6
- 9.7 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

EXECUTED as a deed by
~~SEALED with the CORPORATE SEAL of~~
ASHCOMBE CONSTRUCTION LIMITED
in the presence of: acting by

Director

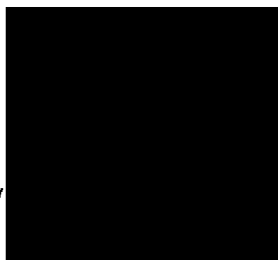
Secretary



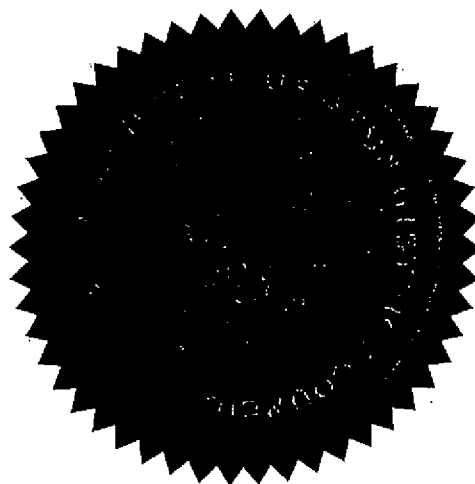
EXECUTED as a deed by
~~SEALED with the CORPORATE SEAL of~~
WILSCO 294 LIMITED
in the presence of: acting by

Director

Secretary



SEALED with the COMMON SEAL
of ARUN DISTRICT COUNCIL
in the presence of:



SEAL BOOK No: 346/2004

Seal Book No:

Authorised Signatory

~~SEALED with the CORPORATE SEAL~~
of BARCLAYS BANK PLC
in the presence of:

~~Authorised Signatory~~