

DATED

20th July

2007

ARUN DISTRICT COUNCIL

- and -

DAVID FINNAMORE

- and -

NATIONAL WESTMINSTER BANK PLC

DEED OF VARIATION

under Section 106A of the Town & Country Planning Act 1990 relating to
Land at rear of Oystercatcher (formerly known as Jaybelle Grange Yapton
Road Climping Littlehampton in the County of West Sussex BN 17 5RH

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


Ref: CM/12/07
jaybellevary

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THIS DEED OF VARIATION is made the 20th day of July 2007

BETWEEN:

(1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN17 5LF and

(2) "the Owner" David Austin Finnamore of Broomers Farm Lock Lane
Birdham Chichester West Sussex PO 20 7AX

X(3) "the Mortgagee" National Westminster Bank PLC (RCN 929027) whose registered
office is at ~~135 Bishopsgate, London EC2M 3UR~~ Chichester
Commercial office 5 East Street Chichester

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means Land to rear of Oystercatcher (formerly called Jaybelle Grange) Yapton Road Climping Littlehampton West Sussex BN 17 5RH
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section 106 Town & Country Planning Act 1990 on 20th December 2004 between the Council (1) and Ashcombe Construction Limited (2) and Wilsco 294 Limited (3) then the Owners and Developers of the Property respectively and which is attached to this Deed for ease of reference
- 1.3 "The Planning Application" means that referred to in clause 2.2 below
- 1.4 "Future Planning Permission " means any Planning Permission issued pursuant to the Planning Application .

2. Recitals

- 2.1 This Deed is supplemental to the Original Agreement
- 2.2 The Owner is successor in title to the Owner specified in the Original Agreement
- 2.2 The Council and the Owner agree that if and when Planning Application reference CM/12/07 received on 1 March 2007 is granted so as to allow occupation of the caravan site on the Property for holiday purposes for all 12 months of the year then the Original Agreement needs to be varied as set out in this Deed and agree to join in this Deed to give effect to such agreement
- 2.3 The Mortgagee holds a Legal Charge on the Property and has agreed to join in this Deed to give effect to the agreement referred to at clause 2.2

3. Operative powers

The Council enters into this Deed under its powers contained in S106A Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 and all other powers enabling

4. Variation

4.1 The Council and the Owner AGREE that the Original Agreement shall if and when the Planning Application is granted be varied from the date of the grant so that the clause in the Original Agreement listed in clause 4.2 hereof shall be deleted

4.2 The clause to be deleted from the Original Agreement is :

Clause 6.2

4.3 For this clause deleted from the Original Agreement there shall be substituted the following clause and the Original Agreement shall be read as if this Clause were inserted into the Original Agreement :-

" 6.2 For the avoidance of doubt the caravans placed on the land under the Future Planning Permission shall be occupied for holiday purposes only and shall not be occupied as a persons sole or main place of residence .The owners and operators of the Caravan site on the Land shall maintain an up to date register containing the names of owners and occupiers of individual caravans on the Land and their sole or main place of residence being home address and this information shall be available at all reasonable times to the Council "

4.4 Save as above varied the Original Agreement shall otherwise continue in full force and shall have the same legal effect as before this amendment or variation except for any necessary changes resulting from this variation .

4.5 The Mortgagee joins herein to confirm its agreement with the contents of this Deed

5. Costs

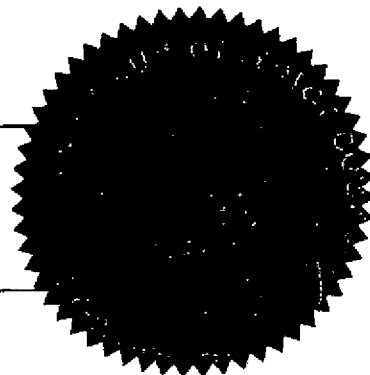
The Owners shall pay the Council's reasonable legal costs on completion of this Agreement.

6. Local Land Charge

The Original Agreement is a local land charge and this Deed shall be entered in the relevant register and endorsed via memorandum on the Original Agreement so as to record the variation

IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owner and Mortgagee have hereunto set their hands as a Deed the day and year first before written.

THE COMMON SEAL OF
Arun District Council was hereunto
affixed in the presence of



AUTHORISED SIGNATURE

SEAL BOOK NO

182/2007

SIGNED by the said David Finnamore
as his Deed in the presence of:

[Redacted signature]

20 LINNET CLOSE, LITTLEHAMPTON, N.S.

SIGNED by the said

Mortgage and Deed as a deed

For and on behalf of

The National Westminster Bank PLC

By a duly authorised Attorney

[Redacted signature]

PROVIDED BY CREDIT DOCUMENT

In the presence of

[Redacted signature]

CERTIFICATE OF TITLE

Witness' Signature-Bank employee

We CHAMBERLAIN MARTIN of 23 GORM ROAD LITTLEHAMPTON Solicitors for the
Owners certify the truth of recital

2.2 + 2.3

hereunto

Dated this

20th

day of

July

2007

Signed

[Redacted signature]

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. 4026167 whose registered office is at Barclays Loan Servicing Centre, PO Box 299, Birmingham B1 3PF~~

~~["the Mortgagee"]~~

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

["ADC"]

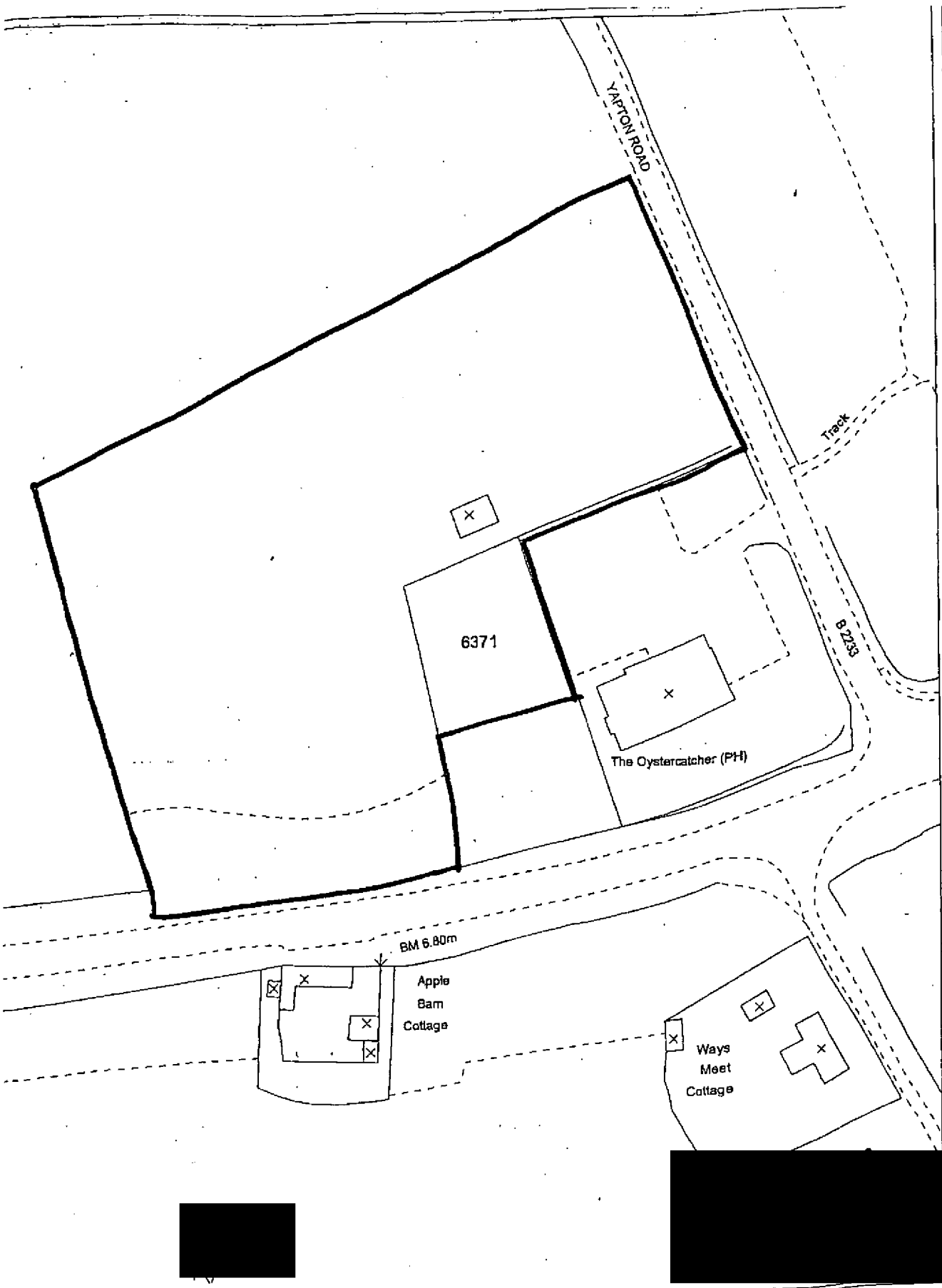
1.0 Background

- 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.



Head of Planning Services
 Arun District Council
 Arun Civic Centre
 Maltravers Road
 Littlehampton
 BN17 5LF
 T 01903 737500
 F 01903 716019

CM/13/04/
 Land rear of Oystercatcher
 Climping

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Arun District Council 100018487 2004
 Scale: 1:

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.

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

Mortgagee's Consent & Licensees Consent

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

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

- 9.8 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
- 9.9 This Agreement is a Local Land Charge and shall be registered as such
- 9.10 No party 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 in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

WITNESSED as a Deed by
WITNESSED with the CORPORATE SEAL of
DOMBE CONSTRUCTION LIMITED
in presence of: acting by

Director

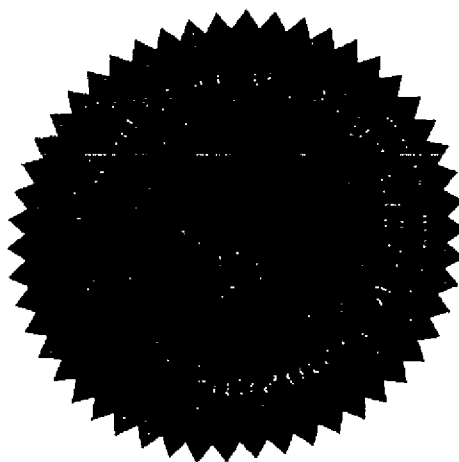
Secretary

WITNESSED as a Deed by
WITNESSED with the CORPORATE SEAL of
MICO 294 LIMITED
in presence of: acting by

Director

Secretary

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



Serial Book No: 346/2004