

DO: LEGAL/DOH

ELLIS/DOH

Q08414

7/7/88

TWIN AGREEMENT is made the

2nd

day of

November

One thousand nine hundred and eighty-eight BETWEEN ARUN DISTRICT COUNCIL of The Arun Civic Centre Maltravers Road Littlehampton in the County of West Sussex BN17 5LF (hereinafter called "the Council") of the one part and C. ELLIS of Hangleton Farm Livery Stable Hangleton Lane Ferring aforesaid (hereinafter called "the Owner") of the other part

W H E R E A S:

(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 Property specified in the First Schedule hereto (hereinafter referred to as "the Property")

(3) An application (Reference No. FG/64/88) dated 17th March 1988 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 33 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. FG/64/88) subject to the conditions set out in the Notice of Approval of even date

2. THE Owner for himself and his successors in title hereby covenants with the Council with intent to bind the Property and every part thereof into whosoever hands the same may come and so 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 hereinbefore 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 or 42 and Section 43 of the 1971 Act

(7) If the planning permission shall expire before the development has been begun as aforesaid or is revoked or otherwise withdrawn or without the consent of the Owner or his successors (as title modified by any statutory procedure this Agreement shall thereupon cease to have effect
IN WITNESS whereof the Council has set i a Common Seal and the Owner has set his hand and seal th. day and year first hereinbefore written

FIRST SCHEDULE

Land situate at and known as Hangleton Farm (livery Stable)
Hangleton Lane Ferring in the County of West Sussex shown edged red on the attached plan

SECOND SCHEDULE

Not to occupy or permit to be occupied the accommodation the subject of the said planning permission other than by a person employed on the said Property

(THE COMMON SEAL of the ARUN
(DISTRICT COUNCIL was heretofore
(affixed in the presence of:-



Seal Book No. 100

(SIGNED SEALED and DELIVERED
(by the said C. ELLIS
(in the presence of:-



H/06/84/15

THIS AGREEMENT is made the Twenty-Seventh day of May
One thousand nine hundred and eighty-three BETWEEN ARUN DISTRICT
COUNCIL of Council Officers Littlehampton in the County of West
Sussex (hereinafter called "the Council") of the one part and
CHRISTOPHER KILLICK ELLIS of Hangleton Farm Hangleton Lane
Worthing in the said County (hereinafter called "the Owner") of the
other part

WHEREAS:

- (1) The 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 in possession free from incumbrances of the property aforesaid and known as land at Hangleton Farm Hangleton Lane Worthing in the County of West Sussex (hereinafter referred to as "the Property")
- (3) An application (Reference No. FC/21/83) dated 11th February 1983 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 DEED WITNESSETH as follows:-

1. THIS agreement is made in pursuance of Section 52 of the Town and Country Planning Act 1971 and Section 126 of the Housing Act 1974 and in consideration of the covenants by the Owner hereinafter contained

2. THE Council hereby approve the said development (Reference No. FC/21/83) subject to the conditions set out in the Notice of Approval and subject to the revocation of planning permission reference number FC/37/82

3. THE Owner hereby covenants with the Council as follows:-

- (i) That the Owner will not permit the proposed accommodation or any part thereof to be occupied by any person who is not connected with the use of the property as Livery Stables and shall not use or permit to be used the proposed accommodation for any other residential purpose without first obtaining the written agreement of the Local Planning Authority
- (ii) Not to permit the proposed accommodation and property to be disposed or sold off separately from the premises known as Hangleton Farm Hangleton Lane Worthing

(iii) To comply with the conditions set out in the Notice of Approval of even date herewith _____

4. THE expressions "the Council" and "the Owner" shall include their respective successors in title and assigns _____

5. THE Agreement made on 17th day of December 1982 between the Council and the Owner shall be determined and cease to have effect on the revocation of the said planning permission referred to therein _____

IN WITNESS whereof the Council has set its Common Seal and the Owner has set his hand and seal the day and year first hereinbefore written _____

THE COMMON SEAL of the ARUN
DISTRICT COUNCIL was hereunto
affixed in the presence of:-



DELIVERED, SEALED and DELIVERED by
the said DISTRICT COUNCIL
in the presence of:-

