

DATED THIS *10th* DAY OF *March* 2020

- (1) **ARUN DISTRICT COUNCIL**
(2) **NEIL ALLEN AND APRIL CHAMPION**

SUPPLEMENTAL AGREEMENT
UNDER SECTION 106 AND 106A OF
THE TOWN AND COUNTRY
PLANNING ACT 1990
relating to land known as 41 Western
Road, Littlehampton, West Sussex,
BN17 5PG

Planning reference LU/18/19/PO and
LU/192/90

Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
DX 57406 LITTLEHAMPTON
CMS7612

DoV

Date: *10th March* 20 *20*
PARTIES:

1. **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("the Council")
2. **NEIL ALLEN** of 86 Lyndhurst Road, Worthing, West Sussex BN11 2DQ and **APRIL CHAMPION** of 86 Lyndhurst Road, Worthing, West Sussex BN11 2DQ ("the Owners")

WHEREAS

1. The Council is the Local Planning Authority for the area in which the Land is situated
2. The Owners are registered as freehold owners of the Land at HM Land Registry comprised in title number
3. On 3rd September 1991 the Council and the Original Owners entered into the Agreement under Section 106 of the Act consequent upon which the Planning Permission was approved on 3rd September 1991.
4. The Owners have now applied to the Council under Section 106A of the Act for the discharge of the Agreement and the Council has resolved to agree to discharge the Agreement
5. This Agreement is made as a Deed

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

- 1.1 In this Agreement unless otherwise stated the following expressions shall where the context so admits have the following meanings:

"Act" means the Town and Country Planning Act 1990 as amended

"Agreement" means this agreement between the Council and the Owners.

"Original Agreement" means an agreement entered into, as a deed, between the Council and the Original Owners dated 3rd September 1991 in relation to the Planning Permission.

"Land"	means the land known as 41 Western Road, Littlehampton, West Sussex, BN17 5PG shown for identification purposes only edged red on the Plan
"Original Owners"	means Peter John Robert Gray and Norma May Gray at the time of 41 Western Road, Littlehampton.
"Parties"	means the Council and the Owner
"Plan"	means the plan attached to this Deed as Appendix 1.
"Planning Permission"	means the planning permission issued on 3 rd September 1991 for the development of the Land under planning reference LU/192/90

2. INTERPRETATION

- 2.1 Clause headings shall not affect the interpretation of this Deed.
- 2.2 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 2.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 2.4 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
- 2.5 A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.
- 2.6 Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.7 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

3. LEGAL BASIS

- 3.1 This Agreement is made under Section 106 and 106A of the Act and its purpose is to discharge the Original Agreement.

4 COMMENCEMENT

This Deed shall come into effect on the date of this agreement.

5. DISCHARGE OF THE ORIGINAL AGREEMENT

The Parties agree that the Original Agreement shall be discharged.

6 COSTS

The Owner covenants with the Council to pay upon completion of this agreement the sum of £250.00 being the Council's reasonable legal costs and disbursements in connection with this agreement.

7 MISCELLANEOUS

- 7.1 Unless expressly stated to the contrary, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person or persons other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.

- 7.2 Upon completion this Agreement the registration of the Agreement as a Local Land Charge shall be removed.

8 GOVERNING LAW AND JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the jurisdiction of the courts of England.

DoV

APPENDIX 1 PLAN

H. M. LAND REGISTRY

NATIONAL GRID PLAN

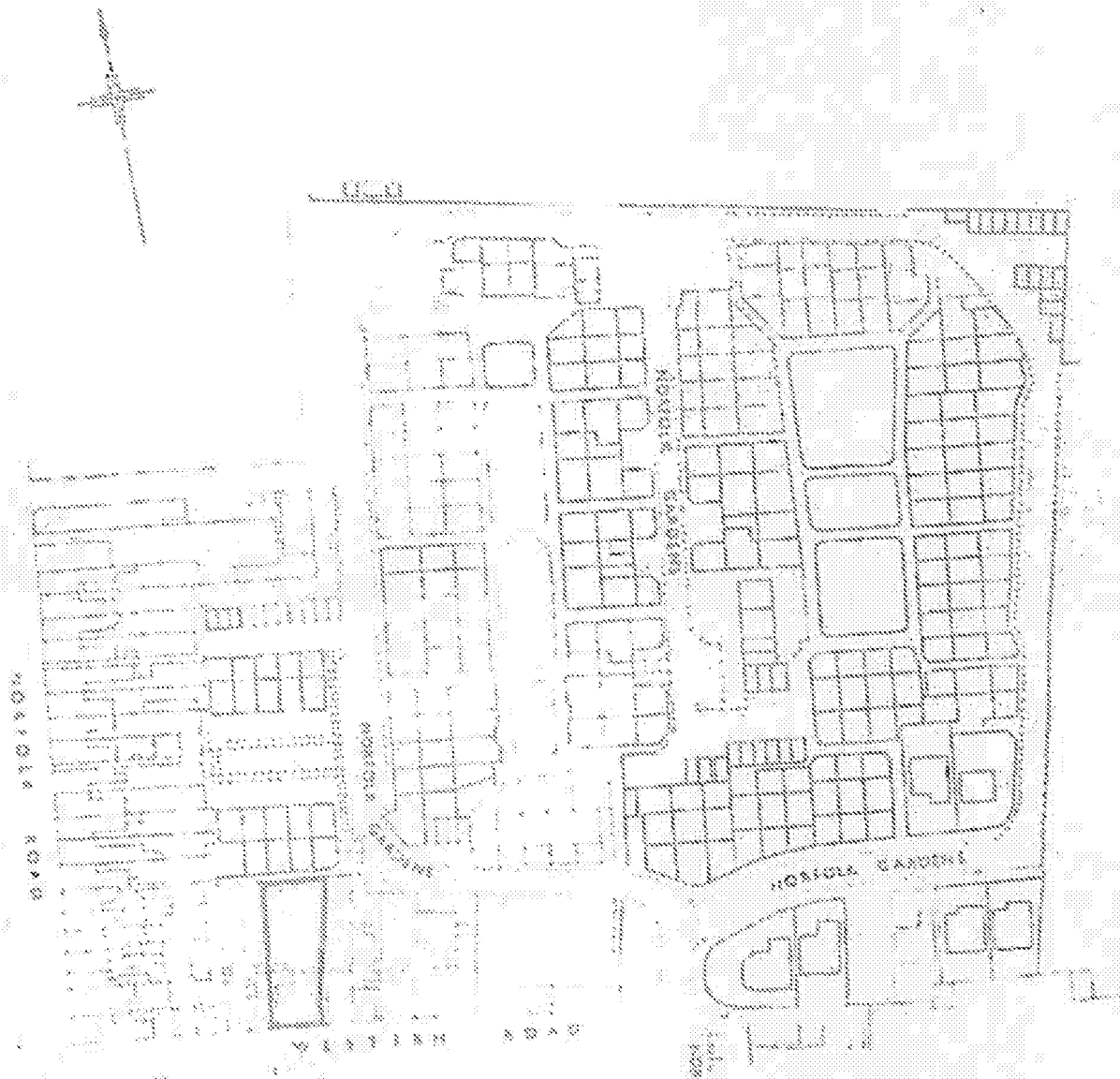
TQ 0301

SECTION 8

WEST SUSSEX

Scale 1:1250

ARLON DISTRICT
LITTLEHAMPTON PARISH



FIELD PLAN
H. M. LAND

55 Windsor Rd.

WEATHERING:

BW 11 242

This Agreement is executed as a deed by the parties and is delivered and takes effect on the date at the beginning of the agreement.

**THE COMMON SEAL of ARUN
DISTRICT COUNCIL**

was affixed to this deed in the
presence of:

)
)
)
)



Authorised Signatory:

Name:

Seal Book No. 64/2020

Signed as s Deed by

NEIL ALLEN

Signature:

In the presence of

Signature of witness:

Name (In BLOCK CAPITALS) NEIL ALLEN

Address 86 LYNDHURST ROAD, WORKING. BN11 2DQ

Occupation LANDLORD

Signed as s Deed by

APRIL CHAMPION

Signature:

In the presence of

Signature of witness:

Name (In BLOCK CAPITALS) APRIL CHAMPION

Address 86 Lyndhurst Road, Working, BN11 2DQ

Occupation Landlord.

