

DATED 4 August 2022

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) BARFOOTS OF BOTLEY LIMITED

Agreement pursuant to Section 106 of
the Town and Country Planning Act
1990 relating to land at Sefter Farm Pagham Road Pagham PO21 3PX.

Planning ref: P/117/21/PL

Arun District Council
The Civic Centre
Maltravers Road
Littlehampton
BN17 5LF
DX57406 LITTLEHAMPTON

Ref: 8855

Date: 4 August 2022

PARTIES:

- 1 **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road,
LITTLEHAMPTON BN17 5LF ("the Council")
- 2 **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street,
Chichester, PO19 1RQ ("the County Council")
- 3 **BARFOOTS OF BOTLEY LIMITED** of Sefter Farm, Pagham Road, Bognor
Regis WEST SUSSEX PO21 3PX company registration no. 02383478 ("the
Owner")

WHEREAS

1. The Council is the Local Planning Authority, for the purposes of the Act for the area in which the Land is situated and the authority responsible for the provision of housing, leisure and recreation services and is agent for the CCG and Sussex Police.
2. The County Council is a planning authority for the area in which the Land is situated and the authority responsible for the provision of education, library services, fire and rescue services and is the Local Highway Authority for the area in which the Land is situated.
3. The Council shall be responsible for enforcing this Deed for all purposes.
4. The County Council shall be responsible for enforcing this Deed so far as education, library services, fire and rescue and highways matters are concerned.
5. The Application was made by the Owner who acquired the freehold title to the Land pursuant to the Transfer of Part.
6. The Owner has applied to register the Transfer of Part at the Land Registry.
7. The Owner is proposing to carry out the Development

8. The Council has resolved that subject to the completion of this Agreement, Planning Permission be granted subject to the conditions for the Development.

NOW THIS DEED WITNESSETH as follows:

1. Interpretation:

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

- | | | |
|-----|-------------------------------|--|
| 1.1 | “Act” | means the Town and Country Planning Act 1990 as amended |
| 1.2 | “Agreed” or “Approved” | means agreed or approved in writing and given for the purpose of this Deed. |
| 1.3 | “Application” | means an application in respect of the Land for planning permission in respect of the Development submitted to the Council on 6 August 2021 and allocated reference number P/117/21/PL |
| 1.4 | “CCG” | means the Coastal West Sussex Clinical Commissioning Group |
| 1.5 | “CIL Regulations” | means the Community Infrastructure Regulations 2010 (as amended). |
| 1.6 | “Commencement” | means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development but excluding for the purposes of this Agreement (and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof enabling works site clearance |

archaeological investigations and digs exploratory boreholes operations permitted by the Town and Country Planning General Permitted Development) Order 1995 the erection of hoardings and fencing temporary diversion of services and signage (including the formation of temporary construction accesses) site survey works temporary access construction works and "Commence " shall be construed accordingly

1.7 "the Development"

means the construction of a new packhouse including relocation of staff parking area and landscaping.

1.8 "Building"

means the Packhouse unit to be constructed on the Land pursuant to the Permission.

1.9 "Index"

means the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor government office, ministry or department

1.10 "Index Linked"

means indexation (which may increase or decrease) calculated in accordance with the following formula:

Amount payable = the payment specified in this Agreement x (A/B) where:

A= the figure for the Index that applied immediately preceding the Specified Date.

B= the figure for the Index that applied when the index was last published prior to the date of this Agreement.

1.11 "Interest Rate"

means the rate 4% above the base rate from time

to time of Lloyds Bank applicable at the Specified Date or the actual date on which the relevant obligation under this Deed is paid whichever is the higher.

1.12 "Land"

means the land at Sefter Farm, Pagham Road, Bognor Regis and part of Rookery Farm, Pagham (PO21 3PX) shown outlined in red on the plan annexed to the Transfer of Part.

1.14 "NPPF"

means the National Planning Policy Framework in force at the time that this Agreement is completed or at the time any appeal is determined

1.15 "Occupation"

means occupation of the Development for the purposes of the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration marketing and display or security purposes and **"First Occupation"** and **"Occupiers"** and **"Occupy"** and **"Occupied"** shall be construed accordingly

1.16 "Operative Date"

means the date the Development is Commenced

1.17 "Planning Authority"

means the Council and County Council

1.18 "Planning Condition"

means any condition subject to which the Planning Permission is granted.

1.19 "Planning Obligations"

means the obligations, conditions and stipulations set out in the First Schedule and **"Planning Obligation"** shall be construed accordingly

1.20 "Planning Permission"

means a planning permission for the Development granted pursuant to the Application

- 1.21 **"Section 73 Consent"** means any approval or consent given by the Council under Section 73 of the Act.
- 1.22 **"Specified Date"** means the date upon which a Planning Obligation arising under this Agreement is to be carried out or is due to be performed.
- 1.23 **"Transfer of Part"** a transfer of the Land dated 1st December 2021 made between Barfoot Farms Limited (transferor) (1) and the Owner (2) a copy of which is annexed hereto at the Appendix marked 'Transfer of Part'.
- 1.24 **"Travel Plan Fee"** £3,500 (three thousand five hundred pounds) Index Linked payable to the County Council in accordance with paragraph 1 of the First Schedule.
- 1.25 **"Travel Plan"** means a plan for [the encouragement of sustainable travel to and from the Land that takes account of the current policies of the Council, County Council, and statutory requirements and guidance issued from time to time (including guidance issued by the Department for Transport or their successors)] subject to any amendments agreed in writing by the County Council from time to time
- 1.26 **"Working Day"** means a weekday (Saturdays, Sundays and public holidays days excepted) and "Working Days" shall be construed accordingly

2. Interpretation

- 2.1 Clause headings shall not affect the interpretation of this Agreement
- 2.2 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

- 2.3 A reference to a “**company**” shall include any company, corporation or other body corporate, where and however incorporated or established.
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 A reference to “**writing**” and “**written**” does not include fax or email.
- 2.10 References to clauses and schedules are to the clauses and schedules of this Agreement.
- 2.11 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.12 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

3. Legal Basis

- 3.1 This Agreement is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers whether listed in the Agreement or not.

- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations under Section 106 of the Act and are enforceable by the Council and the County Council as local planning authorities as appropriate against the Owner in accordance with Section 106 of the Act.

4. Conditionality

- 4.1 This Agreement is conditional upon:

4.1.1 the grant of Planning Permission

4.1.2 the Commencement of the Development

save that the provisions of clauses 2,3,4,10,12,17,18 and 19 which shall come into effect immediately upon completion of this Agreement

- 4.2 In the event that the Application or any Planning Condition is subject to an appeal then each Planning Obligation in this Agreement is also conditional upon:

4.2.1 The Secretary of State or the planning inspection deciding the appeal being satisfied that it is:

4.2.1.1 necessary to make the Development acceptable in planning terms; and

4.2.1.2 directly related to the Development; and

4.2.1.3 fairly and reasonably related in scale and kind to the Development; and

4.2.1.4 complies in all respects with the CIL Regulations

- 4.2.2 In the event that the Secretary of State or the planning inspector deciding the appeal expressly states in his Decision Letter that any individual Planning Obligation within the Agreement is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of the Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Agreement and shall have no effect and the Owner shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.

- 4.3 In the event that the Council or the County Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owners shall be released from any of the Planning Obligations in this Agreement that relate to an item or project included on the Council and/or County Council's charging schedule.

5. The Owner's Covenants

- 5.1 The Owner covenants with the County Council so as to bind its interest in the Land to observe and perform the obligations as set out in First Schedule.
- 5.2 The Owner will pursue the application for registration of the Transfer of Part at the Land Registry.

6. The County Council's Covenants

- 6.1 The County Council covenants with the Owner as set out in the Second Schedule

7. Certificates

- 7.1 The Owner agrees with the Council and the County Council:
- 7.1.2 where this Agreement imposes a requirement for the making of a payment or the undertaking of an act or the cessation of an activity on a Specified Date the Owners shall give the Council or the County Council notice of the Specified Date not more than seven days after such Specified Date; and
- 7.1.3 if the Owners fail to give the notice required under this Clause the Council or the County Council shall acting reasonably be entitled in their absolute discretion to determine the Specified Date and shall give notice to the Owners of that determination

8. Miscellaneous

- 8.1 Nothing in this Agreement constitutes an obligation to grant planning permission.

- 8.2 The Owners shall on completion of this Agreement pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Agreement in the sum of £2,000 (two thousand pounds).
- 8.3 The Owners shall on completion of this Agreement pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Agreement in the sum of 1,500 (one thousand five hundred pounds).
- 8.4 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.5 This Agreement shall be registered by the Council as a local land charge.
- 8.6 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council or the County Council under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any notices shall be deemed to have been properly served if sent by Recorded Delivery to the principal address or registered office (as appropriate) of the relevant party.
- 8.7 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall at the Owners' written request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 8.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.9 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 8.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 8.11 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority

9. Exclusion of liability

- 9.1 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Land, or such part of the Land to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 9.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Agreement which relate to a part of the Land in which it does not have an interest.
- 9.3 This Agreement shall not be enforceable against any owner, occupier or tenant of any Building constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
- 9.4 Notwithstanding any other provision of this Agreement the Planning Obligations under this Agreement shall not be binding or enforceable against any statutory undertaker who has or takes in future an interest in the Land for the purpose of providing apparatus pursuant to its statutory undertaking for the Development.
- 9.5 Any legal charge entered into in respect of the Land or any part of the Land after this Agreement has been completed shall take effect subject to this Agreement PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Agreement unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Agreement that occurs prior to the mortgagee taking possession of the land

10. Waiver

- 10.1 No waiver (whether expressed or implied) by the Council or Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. Change in Ownership

- 11.1 The Owners agree with the Council and the County Council to give the Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the Planning Obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or

usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan.

12. Future Section 73 Consents

12.1 Subject to clauses 12.2 to 12.5 below, if any Section 73 Consent is granted after the date of this Agreement:

12.1.1 the obligations in this Agreement shall relate to and bind such Section 73 Consent; and

12.1.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;

12.2 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

12.3 to the extent that any of the Planning Obligations in this Agreement have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent;

12.4 the provisions of this clause 12 shall not apply to any Section 73 Consent which necessitates or requires amendments to the substantive terms or Planning Obligations of or contained within this Agreement;

12.5 the Council reserves the right to insist upon the completion of a separate Planning Obligation by Agreement in connection with any Section 73 Consent if the Council (acting reasonably) considers it necessary to do so.

13. Index linked

13.1 Where reference is made to an index (including the RPI Index and the BCIS Index) and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Council or the County Council (as applicable) shall advise the Owners in writing.

14. Interest

- 14.1 Interest will be paid at the Interest Rate on sums due to the Council and the County Council under this Agreement, but which are not paid on the Specified Date. Such interest shall accrue on a daily basis from the Specified Date until actual payment.

15. VAT

- 15.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

16. Notices

- 16.1 A notice or other communication to be given under or in connection with this Agreement must be in writing and must be:
- 16.1.1 delivered by hand, or
 - 16.1.2 sent by Recorded Delivery post or other next working day or recorded delivery service.
- 16.2 Any notice or other communication to be given under this Agreement must be sent to the relevant party as follows:
- 16.2.1 to the Council at: Arun Civic Centre Maltravers Road, Littlehampton, West Sussex BN17 5LF marked for the attention of the Planning Department and quoting the Application number;
 - 16.2.2 to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, PO19 1RQ quoting the Application number)
 - 16.2.3 to the Owner at Sefter Farm Pagham Road, Bognor Regis WEST SUSSEX PO21 3PX
 - 16.2.4 to the Applicant at Sefter Farm Pagham Road PAGHAM PO21 3PX)
- or such other address as the relevant party shall specify by written notice to the other parties
- 16.3 Any notice or other communication given in accordance with clause 16.1 and clause 16.2 will be deemed to have been received:

16.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;

16.3.2 if sent by Signed for First Class or other next working day or recorded delivery service at 9 am on the second Working Day after posting.

16.4 A notice or other communication given under this Agreement shall not be validly given if sent by email.

16.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Dispute Resolution

17.1 Where any matter the subject of this Agreement shall be in dispute the parties shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.

17.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.

17.3 In the case of any legal requirement or interpretation or other matter regarding this Agreement the same shall be referred to Counsel of at least fifteen (15) years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council or the County Council (as the case may be) by the Chair of the Bar Council or the Vice-Chair of the Bar Council; and

17.4 The determination of the expert (including any determination as to the responsibility for the payment of his own costs and those of the Parties) shall be final and binding upon the Parties and on any persons claiming through or under them and judgement upon the matter may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement as the case may be.

17.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:

- 17.5.1 the Expert shall call for representations from both parties within 21 days of a reference to him under this Agreement and require the parties to exchange representations within this period;
- 17.5.2 the Expert shall allow the parties to the arbitration 14 days from the expiry date of the period referred to in clause 17.5.1 above to make counter representations
- 17.5.3 any representations or counter representations received out of time may be disregarded by the Expert
- 17.5.4 the Expert shall provide the parties with a written decision (including his reasons) within 28 days of the last date of receipt of counter representations and he shall be entitled to call for such independent expert as he shall think fit.
- 17.5.5 the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in the award.
- 17.5.6 unless this Agreement has already been terminated each of the respective parties shall in every case continue to comply with its obligations under this Agreement regardless of the nature of the dispute for resolution pursuant to this clause 17 (but without prejudice to the rights and obligations of the respective parties in relation to the termination of the Agreement).

18. Jurisdiction

- 18.1 This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

19. Delivery

- 19.1 The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

FIRST SCHEDULE

The Owner Covenants with the County Council as follows:

- 1 That upon Commencement of Development the Owner shall pay to the County Council the Travel Plan Fee.
- 2 To submit the Travel Plan to the County Council for approval Prior to Commencement of Development
- 3 Not to Commence Development unless a Travel Plan co-ordinator has been appointed. The Owner shall notify the County Council in writing of the name, address, email address and telephone number of the person appointed
- 4 Upon First Occupation to implement the approved Travel Plan or amendments (as may be agreed with the County Council in writing) until such time as it is agreed between the Owner and the County Council (in writing) that there is no need for a Travel Plan
- 5 To give the County Council a minimum of ten (10) Working Days notice of its intention to Commence the Development
- 6 To pay to the County Council its legal fees with relation to this agreement on completion hereof being £1500.00 (fifteen hundred pounds)

SECOND SCHEDULE

The County Council Covenants with the Owner's

The County Council Covenants with the Owner as follows:

- 1 Not to use any part of the Travel Plan Fee other than for the purposes for which it was paid (whether by the County Council or another party).
- 2 In the event that the Travel Plan Fee has not been spent or committed for expenditure by the Country Council within 10 years following the date of receipt of

the Travel Plan Fee the Country Council shall refund to the Owner any part of the Travel Plan Fee which has not been spent or committed for expenditure, together with any accrued interest

Appendix

Transfer of Part

10-17

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

1	Title number(s) out of which the property is transferred: WSX194221
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Sefter Farm, Pagham Road, Bognor Regis and part of Rookery Farm, Pagham The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date: 1 December 2021
5	Transferor: Barfoot Farms Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04295450 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Barfoots of Botley Limited

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Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: 02383478

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:
Sefter Farm, Pagham Road, Bognor Regis, West Sussex PO21 3PX

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): £400,000 (four hundred thousand pounds)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

The covenants implied under the LPMFA 1994 are modified so that:

(a) the covenant set out in section 2(1)(b) of the LPMFA 1994 shall not extend to costs arising from the Transferee's failure to make proper searches; and

(b) the covenant set out in section 3 of the LPMFA 1994 shall extend only to charges or incumbrances created by the Transferor.

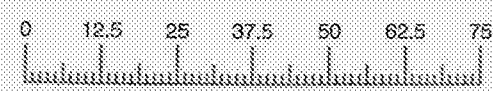
11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust;

NOTES
This drawing is the copyright of Curtis Lees Technical Ltd and may not be copied, altered or reproduced in any way, or passed to a third party, without written authority.



LINEAR SCALE 1:1250



303256x1202
Small
bin

Libel

rev	description	date
status	FINAL	



CURTIS LEES TECHNICAL LTD
01243 378070 Email: cllt@cltechnical.co.uk

client
BARFOOTS OF BOTLEY LTD.

project
Sefter Farm
Pagham

site
Area of Land and Shared Access to be
Transferred to Barfoots of Botley

date	scale of A3	drawn	check
08/11/2021	1:1250	GBC	GBC
project no.	drawing no.		
2102	LT001		

transferees are to hold the property on trust for themselves alone as joint tenants, or

- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12 Additional provisions

1 Definitions

- 1.1 The following definitions and rules of interpretation apply in this transfer.

Accessway: the Retained Accessway and the Transferred Accessway

Plan: the plan attached to this transfer.

Retained Accessway: the private roadway forming part of the Retained Land and shown hatched blue on the Plan.

Reservations: the rights excepted and reserved to the Transferor in paragraph 3.

Rights: the rights granted by the Transferor to the Transferee in paragraph 2.

Service Media: all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Transferor's Retained Land: the land registered at HM Land Registry with title number WSX194221 other than the Property.

Transferred Accessway: the private roadway forming part of the Property and shown hatched blue on the Plan.

- 1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 A reference to legislation or a legislative provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-

enactment.

- 1.6 A reference to legislation or a legislative provision shall include any subordinate legislation made from time to time under that legislation or legislative provision.
- 1.7 Clause headings shall not affect the interpretation of this transfer.
- 1.8 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.9 The Transferor shall not be liable for any breach of the covenants given in this transfer arising after the Transferor has parted with all interest in the Transferor's Retained Land and the Transferee shall not be liable for any breach of the covenants given in this transfer arising after the Transferee has parted with all interest in the Property.
- 1.10 The Reservations are excepted and reserved from this transfer for the benefit of the Transferor's Retained Land.
- 1.11 The Reservations shall be construed as extending to the Transferor, its successors in title and all persons authorised by them or otherwise entitled to exercise the Reservations.
- 1.12 The disposition effected by this transfer is subject to:
 - (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at the date of this Transfer under title number WSX194221;
 - (a) any matters which the Transferor does not and could not reasonably know about;
 - (b) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
 - (c) any notice, order or proposal given or made by a body acting on statutory authority;
 - (d) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 1.13 All matters recorded at the date of this transfer in registers open to public inspection are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.
- 1.14 The Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or

advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

- 1.15 The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Transferor's Retained Land but such consent will not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

2 Rights granted for the benefit of the property

The Transferor grants to the Transferee for the benefit of the Property:

- (a) the right for the Transferee and its successors in title and those authorised by it or them in common with the Transferor and other persons having the same right to pass with or without vehicles, plant and machinery over and along the Retained Accessway (but on foot only in respect of any footpaths) at all times for all purposes connected with the reasonable use and enjoyment of the Property;
- (b) the right to use and to connect into any Service Media on the Retained Land that belong to the Transferor and serve (but do not form part of) the Property which are in existence at the date of this transfer or are installed or constructed after the date of the transfer;
- (c) right to display signage on Retained Land in such form and location as is approved by the proprietor from time to time of the Retained Land, such approval not to be unreasonably withheld or delayed;
- (d) the right of support and protection to the Property and any building on the Property from the adjoining parts of the Transferor's Retained Land;
- (e) the right to enter such parts of the Transferor's Retained Land with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
 - (i) to inspect or carry out works to the Property;
 - (ii) to inspect, repair, maintain, install, re-route or replace any Service Media serving the Property; and
 - (iii) to maintain the Retained Accessway.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

3

Rights reserved for the benefit of other land

The Transferor excepts and reserves out of the Property for the benefit of the Transferor's Retained Land:

- (a) in common with the Transferee, its successors in title and assigns and those authorised by them, to pass with or without vehicles, plant and machinery over and along the Transferred Accessway for all purposes connected with the use of the Transferor's Retained Land;
- (b) without revoking the consent given in clause 1.15 to the access of light or air to the Property, the right to use any part of the Transferor's Retained Land as the Transferor thinks fit, or to build on or develop any part of the Transferor's Retained Land, provided that any such use or works do not interfere with, or obstruct, the exercise of the Rights granted to the Transferee;
- (c) the right to use and to connect into any Service Media at the Property which serve the Transferor's Retained Land which are in existence at the date of this transfer or are installed or constructed after the date of the transfer;
- (d) the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
 - (i) to inspect or carry out works to any part of the Transferor's Retained Land; and
 - (ii) to inspect, repair, maintain, install, re-route or replace any Service Media serving any part of the Retained Land;
 - (iii) to carry out works to the Transferred Accessway in the event of any breach of the covenant given by the Transferee at clause 6(a) of this transfer;
- (e) the right of support and protection to the Transferor's Retained Land and any building on the Transferor's Retained Land from the Property;
- (f) the right to park vehicles on the part of the Property shown hatched green on the Plan;

Include words of covenant.

4

Restrictive covenants by the transferee

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it and every other person owning land forming part of the Estate, with the intention of binding the Property and each

and every part of it:

- (a) not to use the Property for any illegal or immoral purpose or for any purpose or manner not authorised by planning legislation;
- (b) not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to the Rights in common with the Transferee;
- (c) not obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Accessway or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Transferor;
- (d) not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

Include words of covenant.

5 Restrictive covenants by the transferor

The Transferor covenants with the Transferee for the benefit of the Property to observe and perform the following covenants not to obstruct the use by the Transferee and those authorised by it of the Retained Accessway.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

6 Other positive covenants by the Transferee

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) to keep the Accessway in good repair and condition and clean and free from obstruction, subject to the Transferor paying a fair and reasonable proportion of the costs and expenses incurred by the Transferee in maintaining the Accessway in accordance with this Transfer if requested to do so by the Transferor.

7

Other: indemnity covenant

The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of WSX194221 in so far as they relate to the Property and are capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Executed as a Deed by
Barfoot Farms Limited
acting by a director in the
presence of:



Director

NICHOLAS J. WILKES

Print Name

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

VALERIE POLLARD
43 Lyndhurst Rd
Chichester, PO19 7FE
P.A.

Executed as a Deed by
Barfoots of Botley Limited
acting by a director in the
presence of:



Dir

HENRY KINLOCH

Print Name

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

KARA JENKINS
COFFE BARN
TANUMERE RD ROZELLE
EXEC ASSISTANT

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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EXECUTED as a deed by

Barfoots of Botley Limited acting by

a director in the presence of

Director Signature

JULIAN MARKS

Director Name

Witness name: KARA JENKINS

Witness address: CORSE BARN

TANGMERE

POZO 2EU

Occupation: EXEC ASST

EXECUTED AS A DEED by affixing
the Common Seal of
ARUN DISTRICT COUNCIL

in the presence of

.....
.....

Authorised Signatory

Name: EDWARD O'BRIEN

Job Title: PROPERTY LAWYER

Seal Book Number. 322/2022



EXECUTED AS A DEED by affixing
the Common Seal of
WEST SUSSEX COUNTY COUNCIL
in the presence of

.....
.....

Authorised Signatory

Name:

Job Title:

Seal Book Number.

