AD/017809

T H I S A G R E E M E N T is made the 27TH day of JUNE One thousand nine hundred and eighty-eight B E T W E E N ADUR DISTRICT COUNCIL of the Civic Centre Ham Road Shoreham-by-Sea in the County of West Sussex ("the Council") of the one part and ANGLIA SECURE HOMES PLC whose Registered Office is situate at Norfolk House 23 Southway Colchester Essex CO2 7BA in the County of East Sussex aforesaid ("the Company") of the other part

30 APR 2009

W H E R E A S:-

(1) The Company is the freehold owner of land situated in Freshbrook Road Lancing in the County of West Sussex as the same is for the purposes of identification only delineated on the plan annexed hereto and thereon edged red (hereinafter called "the plan") excluding the land edged green on the plan

(2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 and a Principal Council for the purpose of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 for the area within which is situated the said land

(3) On the Fifteenth day of January one thousand nine hundred and eighty-eight an application and plan for permission to develop the said land was received by the Council under reference number L/10/88/TP/FP

(4) The Council is satisfied that the development disclosed by the said application ("the Proposed Development") is such as may be determined by the Council under the Town and Country Planning Act 1971

(5) The parties hereto are desirous of regulating the use of the said land by agreement and have agreed to enter into this Agreement on the terms hereinafter appearing and that forthwith upon the execution of this Agreement the Council will grant outline planning permission with the conditions listed in the Schedule annexed hereto for the Proposed Development pursuant to the said application and subject to the conditions hereinafter contained

(6) It is the intention of the parties hereto that this Agreement may be enforced by the Council against any person or persons deriving title from the Company in respect of the said land and any person deriving title in respect of any lesser interest in the said land as if the Council were possessed of adjoining land and as if the Agreement had been expressed to be made for the benefit of such land

N O W T H I S D E E D W I T N E S S E T H as follows:-

1. THIS Agreement is made pursuant to the provisions of Section 52 of the Town and Country Planning Act 1971 and in respect of clauses 2(b)and (d) and (e) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply

2. THE Company for itself and its successors in title and assigns to the said land and each and every part thereof hereby covenants with the Council as follows

(a) no residents of the flats to be provided by the Company (other than the Wardens flat) shall be other than of state pensionable age or 60 years of age or more (save that in the case of married couples one of the partners may be younger but not less than 55)

(b) that a warden service and community facilities (including a residents common room and laundry facilities) serving the proposed development will be provided and maintained

(c) that for the first three months following completion of the show flat for the development contracts for purchase of the flats will not be exchanged for purchases other than by residents or by other parties for occupation by residents of the Adur District and that for the following three months contracts for purchase of the flats will only be exchanged for purchases or by other parties for occupation by residents of the Districts of Adur Worthing Hove Brighton and the Chanctonbury East part of Horsham

(d) to comply with the conditions contained in the Schedule annexed hereto

3. THE Company for itself and its successors in title and assigns hereby agrees and undertakes with the Council that the above covenants shall be enforceable without any limit of time against any person deriving title from the Company in respect of the said land and against any person deriving title in respect of any lesser interest in the said land

4. THIS Agreement is conditional upon:-

(a) The grant of planning permission for the proposed development in accordance with the application and plans referred to in Clause (3) of the recitals to this Agreement

(b) the implementation of such permission

5. THE Company hereby agrees to pay the Council's legal costs in respect of this Agreement and Counterpart together with any stamp duties payable

6. NOTHING to this Agreement shall exempt the Company or its successors in title from being required to obtain any necessary planning permission for any development of the said land nor shall anything contained in this Agreement affect the powers of the Council with regard to the enforcement of planning control in accordance with the provisions of the Town and Country Planning Act 1971 (as amended) or any statutory re-enactment or modification thereof for the time being in force

7. NO waiver (whether express or implied) by the Council of any breach or default by the company in performing or observing any of the terms or conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Company

8. WHERE the context so requires or admits the expresssions "the Council and "the Company" shall include their respective successors in title and assigns

I N W I T N E S S whereof the Council and the Company have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE SCHEDULE

CONDITIONS ATTACHED TO PROPOSED PLANNING PERMISSION

1 The development hereby permitted shall be begun before the expiration of five years from the date of this permission