**DATED** 20th December **2019**

**THE DISTRICT COUNCIL OF ADUR**

**- and –**

**THE BOROUGH COUNCIL OF WORTHING**

**- and –**

**WEST SUSSEX COUNTY COUNCIL**

**- and –**

**BRIGHTON & HOVE CITY COUNCIL**

**- and –**

**ALBEMARLE SHOREHAM AIRPORT LIMITED (in Administration)**

**- and –**

**ALBEMARLE(SHOREHAM) LLP (in Administration)**

**- and –**

**LONGBOW INVESTMENT NO3 S.A.R.L**

**- and –**

**SIMON JAMES UNDERWOOD AND DAVID ROBERT THURGOOD**

# SECTION 106 AGREEMENT

**relating to a development at Shoreham Airport**

**(also known as Brighton City Airport), Cecil Pashley Way,**

**Shoreham-By-Sea BN 43 5FF**

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DATE 20th December 2019

PARTIES

(1) **THE DISTRICT COUNCIL OF ADUR** of Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA ("Adur Council");

(2) **THE BOROUGH COUNCIL OF WORTHING** of Town Hall, Chapel Road, Worthing, West Sussex BN11 1HA ("Worthing Council");

(3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex PO19 1RH ("County Council");

(4) **BRIGHTON & HOVE CITY COUNCIL** of Hove Town Hall, Norton Road, Hove BN3 3BQ ("Brighton & Hove Council");

(5) **ALBEMARLE SHOREHAM AIRPORT LIMITED (In administration)** (Co. Reg. No. 06506097) whose registered office address is at Menzies LLP, Lynton House 7-12 Tavistock Square, London WC1H 9LT ("First Lessee");

(6) **ALBEMARLE (SHOREHAM) LLP (In administration)** (LLP Reg. No. OC325054) whose registered office address is at Menzies LLP, Lynton House 7-12 Tavistock Square, London WC1H 9LT ("Second Lessee");

(7) **LONGBOW INVESTMENT NO3 S.A.R.L.** (incorporated in Luxembourg) of 2 Boulevard Konrad Adenauer, L-1115, Luxembourg, Grand-Duchy of Luxembourg and care of Longbow Real Estate Capital LLP, 42 Wigmore Street, London W1U 2RY ("Mortgagee");

(8) **SIMON JAMES UNDERWOOD AND DAVID ROBERT THURGOOD** of Menzies LLP, Lynton House, 7-12 Tavistock Square, London WC1H 9LT ("Joint Administrators")

**INTRODUCTION**

1 Adur Council is the local planning authority for the purposes of the Act for the area in which the Development Site is situated.

2 The County Council is the local highway authority and the county planning authority for the area in which the Development Site is situated.

3 Brighton & Hove Council and Worthing Council are the freehold owners of the Development Site which forms part of a larger title registered at the Land Registry under Title Number WSX320015, subject to leases to the First Lessee registered at the Land Registry under Title Numbers WSX404920 and WSX404921.

4 The leases set out at Recital 3 above are subject to a lease to the Second Lessee of that part of the Development Site registered at the Land Registry under Title Number WSX311951.

5 The Mortgagee is the mortgagee of those parts of the Development Site registered at the Land Registry under Title Numbers WSX404920 and WSX404921 under the terms of a legal charge dated 6 November 2018 and under Title Number WSX311951 under the terms of legal charges dated 16 June 2014 and 31 August 2017.

6 The First Lessee has submitted the Application to Adur Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

7 Adur Council resolved on 3 October 2018 to grant the Planning Permission subject to the prior completion of this Deed.

8 The First Lessee and the Second Lessee are in administration and the Joint Administrators were appointed by a notice of appointment dated 7 September 2016 and by an extension order dated 31 August 2017.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

**1 DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

| | |
|---|---|
| "Act" | means the Town and Country Planning Act 1990. |
| "Application" | means the application for outline planning permission submitted to the Council for the Development and allocated reference number AWDM/1093/17. |
| "BCIS Index" | means the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors or if such index is at the relevant time no longer published such other comparable index or basis for indexation as the County Council may specify. |
| "Commencement of Development" | means the date on which the first material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, |

| | |
|---|---|
| | diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly. |
| "Contributions" | means together the Junction Improvements Contribution and the Public Transport Improvements Contribution. |
| "Country Park Land" | means the land coloured green on Plan 2 which will be used as a country park as part of the New Monks Farm Development. |
| "Development" | means the development of the Development Site by the erection of new commercial buildings to provide up to 25000m2 of floorspace for Light Industrial (Use Class B1c), General Industrial (Use Class B2) and Storage and Distribution (Use Class B8) with access, landscaping and associated infrastructure (including a new pumping facility on the River Adur) as set out in the Application. |
| "Development Site" | means the land shown edged red on Plan 1. |
| "Drainage Land" | means the land on which surface water drainage infrastructure associated with the New Monks Farm Development will be installed and maintained shown edged blue on Plan 1. |
| "Drainage Management Plan" | means a written plan for the ongoing management and maintenance of the surface water drainage infrastructure both on and in association with the Development Site and in association with the New Monks Farm Development on the Drainage Land. |
| "Existing Agreement" | means the agreement dated 18 October 1989 made pursuant to Section 52 of the Town and Country Planning Act 1971 between (1) the Councils of the Boroughs of Brighton and Hove (2) Worthing Council (3) the County Council as varied by the deed of variation dated 20 October 1998 made between (1) Brighton & Hove Council (2) Worthing Council (3) the |

| | |
|---|---|
| | County Council, copies of which are attached to this Deed at Appendix 3. |
| "Interest" | means interest at 4% per cent above the base lending rate of the Bank of England applicable at the actual date of payment. |
| "Junction Improvements Contribution" | means the sum of ONE HUNDRED AND FORTY-EIGHT THOUSAND POUNDS (£148,000) payable to the County Council pursuant to paragraph 1 of the First Schedule and to be used towards improvement measures (other than A27/Grinstead Lane) identified within the Adur Local Plan Transport Study. |
| "New Monks Farm Development" | means the development at New Monks Farm authorised by planning permission reference AWDM/0961/17, the site area of which is shown edged red on Plan 3. |
| "Occupation" and "Occupied" | means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations. |
| "Plan 1" | means the plan numbered 1429 D showing the Development Site and the Drainage Land and attached to this Deed at Appendix 1. |
| "Plan 2" | means the plan numbered 1430 B showing the extended building area and attached to this Deed at Appendix 1. |
| "Plan 3" | means the plan numbered L(00) 100 F showing the New Monks Farm Development site and attached to this Deed at Appendix 1. |
| "Planning Permission" | means the outline planning permission subject to conditions to be granted by Adur Council pursuant to the Application substantially in the form set out at Appendix 2. |

| | |
|---|---|
| "Public Transport Improvements Contribution" | means the sum of THIRTY NINE THOUSAND POUNDS (£39,000) payable to the County Council pursuant to paragraph 1 of the First Schedule and to be used towards bus stop improvements at Old Shoreham Road to include raised kerbs and real time information. |
| "Specified Date" | means the date upon which an obligation arising under this Deed is due to be performed. |

## 2 CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

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 severally unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of Adur Council and the County Council the successors to their respective statutory functions.

2.7 The headings and contents list are for reference only and shall not affect construction.

## 3 LEGAL BASIS

3.1 This Deed constitutes a planning obligation for the purposes of Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and any other enabling powers.

3.2 The covenants, restrictions and requirements contained in Clause 5 of this Deed are planning obligations for the purposes of Section 106 of the Act and are entered into by the First Lessee and the Second Lessee with the intention that they bind the interests held by the First Lessee and the Second Lessee in the Development Site and its successors and assigns, and are enforceable by Adur Council and the County Council against the First Lessee and the Second Lessee as local planning authorities.

3.3 To the extent that any of the covenants, restrictions and obligations contained in this deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all the other enabling powers.

3.4 Clause 8 is made pursuant to Section 106A of the Act and all other enabling powers.

## 4 CONDITIONALITY

With the exception of Clause 9.1, this Deed is conditional upon the grant and issue of the Planning Permission.

## 5 THE FIRST LESSEE AND THE SECOND LESSEE'S COVENANTS

The First Lessee and the Second Lessee covenant with Adur Council and the County Council so as to bind the Development Site to perform the obligations as set out in the First Schedule.

## 6 ADUR COUNCIL'S COVENANTS

Adur Council covenants with the First Lessee and the Second Lessee as set out in the Second Schedule.

## 7 THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the First Lessee and the Second Lessee as set out in the Second Schedule.

## 8 VARIATION OF THE EXISTING AGREEMENT

8.1 The parties agree to vary the Existing Agreement such that the Building Limits Plan (as defined within the Existing Agreement) shall be substituted by Plan 2.

8.2 The parties agree that the installation of surface water drainage infrastructure on or under the Drainage Land and the works for the creation of the country park on the Country Park Land (to be delivered as part of the New Monks Farm Development)

shall not be treated as a breach of the covenant numbered (x) in the agreement dated 18 October 1989 made pursuant to Section 52 of the Town and Country Planning Act 1971 between (1) the Councils of the Boroughs of Brighton and Hove (2) Worthing Council (3) the County Council.

8.3 In all other respects, the Existing Agreement remains in full force and effect.

## 9 MISCELLANEOUS

9.1 The First Lessee shall pay to Adur Council the County Council Worthing Council and Brighton & Hove Council on completion of this Deed their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed.

9.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

9.3 This Deed shall be registrable as a local land charge by Adur Council.

9.4 Where the agreement, approval, consent or expression of satisfaction is required by the First Lessee and/or the Second Lessee from Adur Council or the County Council under the terms of this Deed 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.

9.5 Following the performance and satisfaction of all the obligations contained in this Deed Adur Council shall on request effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

9.6 Insofar as any clause or clauses of this Deed 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 Deed.

9.7 This Deed 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 First Lessee and/or the Second Lessee) it is modified by any statutory procedure or expires prior to the Commencement of Development.

9.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Development Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

9.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Development Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9.10 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of Adur Council and the County Council under all statutes, bye-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.

## 10 BRIGHTON & HOVE COUNCIL AND WORTHING COUNCIL'S CONSENT

Brighton & Hove Council and Worthing Council acknowledge and declare that this Deed has been entered into by the First Lessee and the Second Lessee with their consent and that their respective freehold interests in the Development Site shall be bound by the obligations contained in this Deed PROVIDED THAT Brighton & Hove Council and Worthing Council shall otherwise have no liability under this Deed unless either party takes possession of the Development Site in which case that party will be bound by the obligations.

## 11 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the First Lessee and the Second Lessee with its consent and that the Development Site shall be bound by the obligations contained in this Deed and that the security of its mortgages over the Development Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Development Site in which case it too will be bound by the obligations as if it were a person deriving title from the First Lessee and the Second Lessee.

## 12 WAIVER

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

## 13 CHANGE IN OWNERSHIP

The First Lessee and the Second Lessee respectively agree with Adur Council and the County Council to give Adur Council and the County Council immediate written notice of any change in ownership of any of its interest in the Development Site occurring before all the obligations under this Deed 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 Development Site purchased by reference to a plan.

## 14 INDEX LINKED

The First Lessee and the Second Lessee agree with Adur Council and the County Council that any sum payable by them and referred to in the First Schedule shall be increased by the application of the following formulae:

A = (B x C) divided by D

| | | |
|---|---|---|
| Where | A | is the sum actually payable on the Specified Date |
| | B | is the original sum mentioned in this Deed |
| | C | is the BCIS Index for the quarter before 1 April 2016 |
| | D | is the BCIS Index for the quarter before the date of this Deed |
| | C/D | is equal to or greater than 1 |

## 15 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

## 16 VAT

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

## 17 DISPUTE PROVISIONS

Any dispute or difference arising between the parties hereto shall be dealt with as follows:-

17.1 in the case of any legal requirement or interpretation or other matter regarding this Deed 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 parties by the President of the Bar or his deputy; and

17.2 any matter referred to Counsel shall be decided by such person as an expert (and not as an arbitrator) who shall permit one representation and one counter-representation (each in writing) by each party to the dispute and his determination shall be in writing and final and binding on the parties and the costs of such determination shall be paid as the expert shall direct but if he does not direct shall be borne equally between the First Lessee, the Second Lessee and Adur Council or the County Council (as the case may be) provided that in all cases the expert shall direct the costs be borne by the First Lessee and the Second Lessee where the

expert considers Adur Council or the County Council's case (as the case may be) is reasonable.

## 18 JURISDICTION

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

## 19 DELIVERY

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

## 20 SEVERANCE

20.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

20.2 If any invalid, illegal or unenforceable provision of this Deed would be valid, legal and enforceable if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 21 JOINT ADMINISTRATORS

21.1 It is hereby expressly agreed that the Joint Administrators are acting as agent of the First Lessee and Second Lessee save only when by law such agency cannot arise or continue and join in this Deed in their personal capacity solely for the purpose of receiving the benefit of the exclusions of liability and acknowledgements in their favour contained in this Deed and in any event neither they, their firm, partners, members, employees, advisers, representatives or agents shall incur any personal liability hereunder or under any document executed pursuant to this Deed.

21.2 All representations, warranties, conditions, guarantees and stipulations expressed or implied, statutory, customary or otherwise, on the part of the Joint Administrators in respect of this Deed are expressly excluded.

21.3 Adur Council, the County Council and the other parties agree that the terms and conditions of this Deed and the exclusions and limitations contained in this clause 21.1 and 21.2 are fair and reasonable having regard to the circumstances in which this Deed has been made available to the First Lessee and Second Lessee and the fact that the First Lessee and Second Lessee are entities in administration.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

## SCHEDULE 1

### The First Lessee and Second Lessee Covenants

The First Lessee and the Second Lessee covenant with Adur Council and the County Council as follows:

**Financial Contributions**

1. To pay the Contributions to the County Council prior to Occupation of that part of the Development on the land shaded pink on Plan 1.

2. Not to cause or allow Occupation of the Development on that part of the land shaded pink on Plan 1 to occur unless and until the Contributions have been paid to the County Council.

**Drainage Management**

3. Not to Occupy the Development on that part of the land shaded pink on Plan 1 until the Drainage Management Plan has been submitted to and approved by Adur Council in writing.

4. Following approval of the Drainage Management Plan to use all reasonable endeavours to procure the implementation of the approved Drainage Management Plan and to provide evidence of the arrangements in place to procure implementation of the approved Drainage Management Plan to Adur Council

   SAVE THAT the obligations contained in paragraphs 3 and 4 of this Schedule shall only take effect on the grant of planning permission for the New Monks Farm Development.

## SCHEDULE 2

### Adur Council's and County Council's Covenants

Adur Council and the County Council covenant with the First Lessee and the Second Lessee as follows:

**1 Discharge of obligations**

1.1 At the written request of the First Lessee and/or the Second Lessee Adur Council or the County Council as the case may be shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

**2 Repayment of Contributions**

2.1 The County Council covenants that upon receipt of the Contributions as paid to the County Council pursuant to this Deed it will hold them in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purposes specified in this Deed

2.2 The County Council covenants upon written request on or after ten years of the date of receipt of the Contributions to issue to the party that paid the said contribution an account certified by the Director of Finance Performance and Procurement for the time being of the County Council detailing how the Contributions have been expended by the County Council.

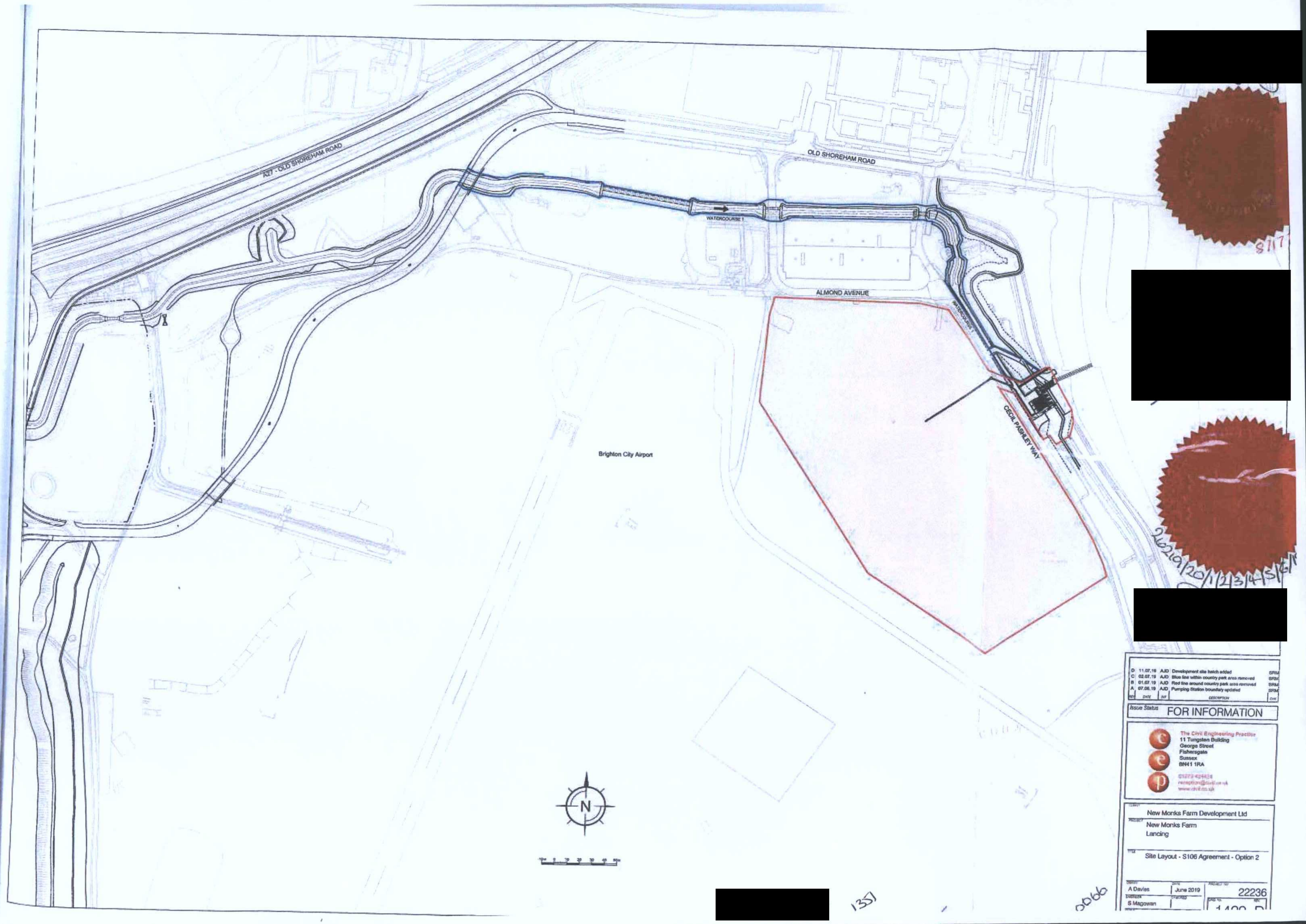
2.3 If or to the extent that the Contributions shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall on such date refund to the party that paid the Contributions any unexpended part of the Contributions together with compound interest on the unexpended part from the date of receipt by the County Council of the Contributions to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

2.4 If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Contributions or part thereof for the purposes specified in this Deed then the County Council shall not be required to refund any part of the Contributions but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Contributions in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Contributions in the manner set out in paragraph 2.3 of this Schedule.

## APPENDIX 1

## Plans

Plan 1



A27 - OLD SHOREHAM ROAD
OLD SHOREHAM ROAD
WATERCOURSE 1
ALMOND AVENUE
CECIL PASHLEY WAY
Brighton City Airport
N
[redacted]
[redacted]
[redacted]
[redacted]
D 11.07.19 AJD Development site hatch added SRM
C 02.07.19 AJD Blue line within country park area removed SRM
B 01.07.19 AJD Red line around country park area removed SRM
A 07.06.19 AJD Pumping Station boundary updated SRM
REV DATE INT DESCRIPTION CHK
Issue Status FOR INFORMATION
The Civil Engineering Practice
11 Tungsten Building
George Street
Fishersgate
Sussex
BN41 1RA
New Monks Farm Development Ltd
New Monks Farm
Lancing
Site Layout - S106 Agreement - Option 2
A Davies
June 2019
22236
S Magowan

Plan 2

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

KEY:

- Development Site
- Car Park
- Drainage
- Drainage within Country Park
- Country Park

| | | | | |
|---|---|---|---|---|
| B | 02.07.19 | AJD | Drainage land within country park hatch revised | SRM |
| A | 12.06.19 | AJD | Drawing updated | SRM |
| REV | DATE | INT | DESCRIPTION | CHD |

Issue Status: FOR INFORMATION


The Civil Engineering Practice
11 Tungsten Building
George Street
Fishersgate
Sussex
BN41 1RA
01273 424424
reception@civil.co.uk
www.civil.co.uk


CLIENT: New Monks Farm Development Ltd

PROJECT: New Monks Farm
Lancing

TITLE: Site Layout - S106 Agreement -
Building Limits Plan

| | | | |
|---|---|---|---|
| DRAWN: A Davies | DATE: June 2019 | PROJECT NO.: 22236 | |
| CHECKED: S Magowan | CHECKED: | DRG NO.: 1430 | REV: B |
| SCALE: 1:2000 @ A1, 1:4000 @ A3 | | | |

[redacted]

[redacted]

Plan 3

[redacted]

[redacted]

[redacted]

## APPENDIX 2

## Draft Planning Permission

# ADUR DISTRICT COUNCIL

Mr Peter Rainier
DMH Stallard
Gainsborough House
Pegler Way
Crawley
RH11 7FZ

## PLANNING PERMISSION

**TOWN AND COUNTRY PLANNING ACT 1990**
**TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015**

**APPLICATION NUMBER: AWDM/1093/17**

Details of Development
**OUTLINE PLANNING PERMISSION FOR THE ERECTION OF NEW COMMERCIAL BUILDINGS TO PROVIDE UP TO 25,000M2 OF FLOORSPACE FOR LIGHT INDUSTRIAL (USE CLASS B1C), GENERAL INDUSTRIAL (USE CLASS B2) AND STORAGE AND DISTRIBUTION (USE CLASS B8) WITH ACCESS, LANDSCAPING AND ASSOCIATED INFRASTRUCTURE (INCLUDING A NEW PUMPING FACILITY ON THE RIVER ADUR). THIS APPLICATION IS ACCOMPANIED BY AN ENVIRONMENTAL STATEMENT (ES).**

Location of Development
**SHOREHAM AIRPORT CECIL PASHLEY WAY SHOREHAM (BRIGHTON CITY) AIRPORT LANCING WEST SUSSEX**

In pursuance of their powers under the above-mentioned Act and Order the Council hereby notify you that they PERMIT the above development, in accordance with the application and relevant correspondence registered on 31st August 2017.

This is for reasons stated on the schedule overleaf and subject to compliance with the conditions specified thereon.

[redacted]

Gary Peck
Planning Services Manager

/Contd. ...

Adur District Council, Development Management, Economy Directorate,
Portland House, 44 Richmond Road, Worthing, West Sussex, BN11 1HS
Tel: 01903 221065 Email: planning@adur-worthing.gov.uk
Web: www.adur-worthing.gov.uk

## SCHEDULE

**Conditions**

01. The development for which outline planning permission is hereby granted shall be commenced before the expiration of five years from the date of this permission or three years from approval of the last Reserved Matter, whichever is later.

**Reason**: To comply with section 91 the Town and Country Planning Act.

02. The detailed design of the development proposed through Reserved Matters applications pursuant to the outline planning permission shall have regard to, and broadly accord with, the principles set out on the following parameter plans and supporting documents:

| Drawing Number | Description | Dated |
|---|---|---|
| Plan No 10-001 Revision C | Application Boundary Plan - dated May 2018 | |
| Plan No 10-106 Revision 4 | Building Height Perimeter Plan - dated May 2018 | |

and,
The Shoreham Airport Development Design Code dated September 2018.

**Reason**: For the avoidance of doubt and in the interests of proper planning.

03. Details of the Reserved Matters associated with the outline approval shall be submitted to the Local Planning Authority within five years from the date of this permission to include:

(i) Scale
(ii) Appearance
(iii) Layout
(iv) Landscaping

Approval of all these Reserved Matters shall be obtained from the Local Planning Authority prior to the commencement of the development.

**Reason**: To comply with section 91 the Town and Country Planning Act.

04. The reserved matters applications, submitted pursuant to Condition 3 above, shall be based upon and be in accordance with the general principles set out in the Shoreham Airport Development Design Code dated September 2018 and the development shall not exceed the heights stated in the Building Heights Plan.

**Reason**: To accord with the terms of the application and in the interests of visual amenity and the safe operation of the airport.

05. Prior to commencement of works to the Pumping Station, a drainage scheme detailing mitigation for freshwater overspill onto the SSSI shall be submitted to and agreed in writing by the Local Authority (in consultation with Natural England). The drainage scheme should demonstrate that the drainage scheme is capable of accommodating the volumes of water discharged under normal

operating conditions (i.e. the discharge of x 1,500 l/sec) from the spillway when the pumping station is operational.

If the drainage scheme cannot be proven to be effective, an additional area of saltmarsh habitat should be created to compensate for the 128m2 saltmarsh habitat likely to be lost at the bottom of the spillway. This additional area will be a minimum of 128m2. Creation, monitoring and remediation (and any other details) of this additional area will be undertaken in accordance with the Summary Mitigation Scheme prepared for the compensatory saltmarsh habitat. Thereafter the development shall be implemented in accordance with the approved scheme.

**Reason**: In the interest of wildlife and biodiversity.

06. Prior to commencement of works to the Pumping Station, a Summary Mitigation Scheme shall be submitted to and agreed in writing by the Local Authority (in consultation with Natural England). The Scheme should clearly state the roles and responsibilities supporting the implementation, monitoring and maintenance of mitigation for this phase of the proposal (including saltmarsh creation). The Scheme should detail the mitigation measures to be implemented, with clear figures/maps, responsibilities, and timings, and details and confirmation of any shared responsibilities (for example with the Environment Agency).

The Scheme should also include monitoring and maintenance schedules, and details of remedial measures to be undertaken should there be any loss/damage to mitigation features. Monitoring of the saltmarsh should be undertaken for a minimum of 5 years from completion of the saltmarsh creation. Should any areas of saltmarsh fail to establish during this period, details of an alternative scheme (or measures to remediate the permitted scheme) providing saltmarsh habitat (of equal size and quality to that originally proposed) shall be submitted to and agreed in writing by the Local Planning Authority (in consultation with Natural England).

Thereafter the development shall be undertaken and maintained in accordance with the Summary Mitigation Plan.

**Reason:** In the interest of wildlife and biodiversity.

Pre-Commencement

07. No development shall commence until full details of the existing and proposed land levels of the development in relation to Ordnance Datum and to surrounding properties have been submitted to and agreed in writing by the Local Planning Authority. Thereafter the development shall proceed in accordance with the approved details.

**Reason**: In the interests of visual amenity, operational requirements of the airport and setting of the National Park and heritage assets.

08. Prior to the commencement of the development, an Ecological Mitigation and Management Plan (EMMP) shall be submitted to and approved in writing by the Local Planning Authority. The EMMP shall incorporate the recommendations of Chapter 11 of the Environmental Statement dated June 2016 and its appendices,

and Chapter 11 of the Further Information to the Environmental Statement dated December 2017 and its appendices.

**Reason**: To accord with the terms of the application and to ensure that the development results in a net gain in biodiversity.

09. Piling or any other foundation designs using penetrative methods associated with the development for which planning permission has been granted shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

**Reason**: To protect groundwater from pollution.

10. No development shall take place until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the approved Plan shall be implemented and adhered to throughout the entire construction period. The Plan shall provide details as appropriate addressing (but not necessarily be restricted to) the following matters:-

- the anticipated number, frequency and types of vehicles used during construction,
- the method of access and routing of vehicles during construction,
- the parking of vehicles by site operatives and visitors,
- the loading and unloading of plant, materials and waste,
- the storage of plant and materials used in construction of the development,
- the erection and maintenance of security hoarding,
- the provision of wheel washing facilities and other works required to mitigate the impact of construction upon the public highway (including the provision of temporary Traffic Regulation Orders),
- details of public engagement both prior to and during construction works.

**Reason**: In the interests of road safety

11. No development shall take place unless and until a scheme for the provision of foul and surface water drainage has been submitted to and approved in writing by the Local Planning Authority. This should broadly be in accordance with the Flood Risk Assessment and appendices dated June 2017 and addendum Flood Risk Assessment and appendices dated December 2017.

**Reason**: To ensure that the site is adequately drained and does not cause flooding to adjoining land.

12. No development above floor plate level shall take place until a schedule of materials has been submitted to and approved in writing by the Local Planning Authority.

**Reason**: In the interest of visual amenity.

13. No development above floor plate level shall take place until a schedule of details of hard and soft landscaping, has been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved plans and all planting completed in the next planting season following the completion of the development.

    **Reason**: In the interests of visual amenity.

14. No development above floor plate level shall take place until details of any means of enclosure or boundary treatments have been submitted to an approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved plans

    **Reason**: In the interests of visual amenity

15. Details of any external lighting on site shall be submitted to and approved in writing by the Local Planning Authority prior to installation of any lighting on site. This information shall include a layout plan with beam orientation and schedule of equipment proposed in the design (luminaire type, mounting height, aiming angles and luminaire profiles). The lighting shall be installed, maintained and operated in accordance with the approved details unless the Local Planning Authority gives its written consent or variation.

    **Reason**: In the interests of visual amenity (setting of the National Park and potential operation of the airport) and in the interests of wildlife having regard to the sites location adjacent to a SSSI.

16. The commercial floorspace hereby approved shall achieve a BREEAM "Very Good" standard as a minimum. Prior to commencement a BREEAM design stage assessment report shall be submitted to the Local Planning Authority confirming that this standard will be achieved. The required BREEAM assessment shall be prepared, and any proposed design changes approved by a licensed BREEAM assessor prior to commencement of the development. A post completion BREEAM report shall be submitted to the Local Planning Authority within 6 months of the substantial completion of the development hereby approved.

    **Reason**: To ensure sustainable development in accordance with adopted Local Plan policy.

Prior to Occupation

17. The commercial floorspace hereby approved shall not be occupied until the A27 access roundabout shown on drawing VN40408_PL-015-J has been completed to the satisfaction of Highways England and West Sussex County Council as the local highway authority.

    **Reason**: In the interests of ensuring safe and suitable access to the public highway.

18. Prior to bringing any part of the floor space into use of the development hereby permitted in conjunction with Conditions 1 or 2, the shared footway improvements on the northern side of the A27 Old Shoreham Road and to the east of Coombes

Road shall be provided in accordance with Vectos Drawing No. VD14260-SK-0101 Rev C (GENERAL ARRANGEMENT OPTION A ¬2.5m FOOTWAY/CYCLEWAY) and HED Drawing No. HED-1172-LA-601 Rev 01 (River Adur to Coombes, Road NMU Link — Master Plan and Elevation) and opened for use by the public.

**Reason**: In the interests of highway safety.

19. No part of the development shall be first occupied until such time as the vehicular access has been constructed in accordance with the approved plans and details submitted to and approved in writing by the Local Planning Authority.

**Reason**: To ensure that appropriate and safe access to the public highway is available.

20. The commercial floorspace hereby permitted shall not be occupied until the approved Pumping Station on the bank of the River Adur has been completed and brought into operation to the satisfaction of the Local Planning Authority.

**Reason**: To accord with the terms of the application and to ensure that adequate surface water drainage is provided to avoid any flood risk.

21. No unit of commercial floorspace shall be occupied until the car parking and covered and secure cycle parking serving that unit have been provided in accordance with plans and details submitted to and approved by the Local Planning Authority.

**Reason**: In the interests of ensuring appropriate parking and cycle facilities to accord with adopted Local Plan Policies.

22. No unit of commercial floorspace shall be occupied until a Travel Plan, which shall include modal shift targets and a programme of implementation, monitoring and review, has been submitted to an approved in writing by the Local Planning Authority. Thereafter the occupation of the commercial unit shall be in accordance with the approved Travel Plan.

**Reason**: In the interests of encouraging sustainable transport.

23. The proposed footways/footpaths shall be constructed in such a manner as to ensure that each unit, before it is occupied or brought into use, shall be served by a properly consolidated and surfaced footway/footpath between the development and highway.

**Reason**: To ensure the provision of adequate and safe facilities for pedestrians.

24. Prior to the first occupation of any unit, a suitable waste storage/collection area shall be provided in accordance with the approved plan/details that shall have been submitted and approved by the Local Planning Authority, that allows for the convenient storage of waste and unrestricted access at all times.

**Reason**: To control the development in detail and in the interests of visual amenity.

25. No development shall take place until plans showing provision for the loading and unloading of goods and an associated turning area have been submitted to and approved in writing by the Local Planning Authority. These shall be constructed to the satisfaction of the Local Planning Authority prior to the occupation or use of the development. Any provision shall thereafter be retained for such purposes.

**Reason**: To ensure that adequate space is available within the site to avoid obstructing Cecil Pashley Way.

Regulatory

26. No more than 25,000 m2 of commercial floorspace shall be provided within the site.

**Reason**: To accord with the terms of the application and in the interests of visual amenity.

27. No goods, plant, machinery or materials shall be deposited or stored, or articles displayed, or processes undertaken, outside any building(s) on the site unless otherwise agreed in writing with the Local Planning Authority.

**Reason**: In the interests of visual amenity.

28. Notwithstanding the Use Classes Order the industrial units hereby approved shall only be occupied as Use Class BI (c), B2 and B8 and for no other Use Class unless otherwise approved in writing with the Local Planning Authority.

**Reason**: To accord with the terms of the application and restrict the level of traffic and activity generated by the development.

INFORMATIVES

Environment Agency Flood resilience and resistance – Advice to developer.

We strongly recommend that consideration be given to use of flood proofing measures to reduce the impact of flooding when it occurs. Flood proofing measures include barriers on ground floor doors, windows and access points and bringing in electrical services into the building at a high level so that plugs are located above possible flood levels. We recommend reading the following guidance: 'Improving the flood resilience of new buildings" Prepare your property for flooding: A guide for householders and small businesses'

Consultation with the relevant building control department is recommended when determining if flood proofing measures are effective.

**Ref: AWDM/1093/17**

**TOWN AND COUNTRY PLANNING ACT 1990**
**TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) (AMENDMENT) (ENGLAND) ORDER 2015**

**YOUR ATTENTION IS DIRECTED TO THE FOLLOWING NOTES FROM THE ABOVE ORDER. THEY ARE FOR INFORMATION ONLY AND DO NOT PRETEND TO SET OUT THE WHOLE OF THE LAW ON THE SUBJECT. IT WOULD BE WELL FOR YOU TO CONSULT YOUR SOLICITOR IF YOU ARE IN ANY DOUBT**

**Appeals to the Secretary of State**

1. If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

2. If you want to appeal, then you must do so within six months, 12 weeks for a minor commercial (shop front) of the date of this notice. Appeals must be made using a form which you can get from the Secretary of State online at https://acp.planninginspectorate.gov.uk or at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000).

3. The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.

4. The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

5. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

6. If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

**Purchase Notices**

7. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

8. In these circumstances, the owner may serve a purchase notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Planning Act 1990.

9. Further correspondence about this application should quote the reference number at the top right hand corner of the form.

10. Where this notice conveys approval or permission, conditional or unconditional, please note that the decision given does not purport to convey any consent or approval which may be required under the Building Act and Building Regulations, or any other legislation.

**Reduced time for making a planning appeal where enforcement action is being taken**

Where an enforcement notice has been served in relation to the same, or substantially the same, development as in the planning application no earlier than 2 years before the date the application was made, the period for receiving a planning appeal is within 28 days of the date on the planning application decision notice or of the date by which the LPA should have decided the application.

/Contd ...

However, the LPA may formally decline to determine a retrospective planning application for permission for any development contained within a pre-existing enforcement notice served on or after 6 April 2012, where that notice was issued before the application was received by the LPA (see above). There is no right to make a planning appeal in such circumstances.

Where an enforcement notice was served in relation to the same, or substantially the same, development after the decision notice on the application was issued or after the end of the period the LPA had to determine the application, the period for receiving a planning appeal is within 28 days of the date the enforcement notice was served (unless this would extend the period beyond the normal 12 weeks or 6 months deadline).

DRAFT

## APPENDIX 3

## Existing Agreement

T H I S  A G R E E M E N T  is made the Eighteenth of October One Thousand Nine Hundred and eighty nine B E T W E E N the COUNCILS OF THE BOROUGH OF BRIGHTON THE BOROUGH OF HOVE AND THE BOROUGH OF WORTHING (hereinafter called "the Councils") of the one part and THE COUNTY COUNCIL OF WEST SUSSEX (hereinafter called "the County Council") of the other part

W H E R E A S

(1) The County Council are the County Planning Authority for the purposes of the Town and Country Planning Act 1971 for the area within which the property hereinafter described is situated

(2) The Councils are the owners in fee simple of an area of land near Shoreham in the County of West Sussex shown edged red on the plan attached hereto and identified as Plan 1 (hereinafter called "the Airport") at which they manage and operate an airport

(3) On the Fourth day of June One Thousand Nine Hundred and Eighty-One the Secretary of State granted planning permission for the development of the Airport by the construction of an all-weather runway following an appeal by the Councils against the refusal of the application numbered L/249/78 by the Adur District Council the Local Planning Authority

(4) By an agreement made in pursuance of Section 52 of the Town and Country Planning Act 1971 on the Twenty-Second day of February One Thousand Nine Hundred and Eighty (hereinafter called "the Agreement") and by a Supplemental Agreement made on the Twenty-Fifth day of November One Thousand Nine Hundred and Eighty-Two (hereinafter called "the Supplemental Agreement") the Councils and the County Council agreed to regulate the use and development of the Airport.

(5) In order to facilitate the future use and development of the Airport the Councils and the County Council have reviewed the terms of the Agreement and the Supplemental Agreement and have decided to enter into this Agreement

NOW THIS AGREEMENT WITNESSETH as follows

1. THIS Agreement is 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 enabling powers

2. THE Councils hereby covenant as follows

(i) The maximum number of movements in any year shall be controlled by the Councils The total number of movements shall not exceed seventy-five thousand per annum of which touch and go

training movements shall not exceed twenty-two thousand per annum Preference shall be given always to the accommodation of revenue rather than training movements within these control totals

(ii) Flying shall not take place after 2000 hours or commence before 0800 hours However movements only involving charter scheduled business or positioning flights shall be permitted on weekdays and Saturdays up to one hour prior to commencement and one hour after closure No restrictions shall apply to emergency movements

(iii) Touch and go training movements shall be restricted to weekdays and Saturdays between the hours of 1000 and 1800 or sunset whichever is the earlier On Sundays there shall be no touch and go movements However touch and go training movements shall be permitted on one weekday evening per week up to 2000 hours.

(iv) The number of movements at the Airport by aircraft exceeding fifteen thousand pounds maximum all-up-weight shall not exceed three hundred in any year

(v) Movements of fixed wing aircraft (other than those incapable of using hard surfaced runways) shall be restricted to the all weather runway Exceptions shall apply

(1) if weather or ground conditions indicate the use of an alternative runway for safety reasons

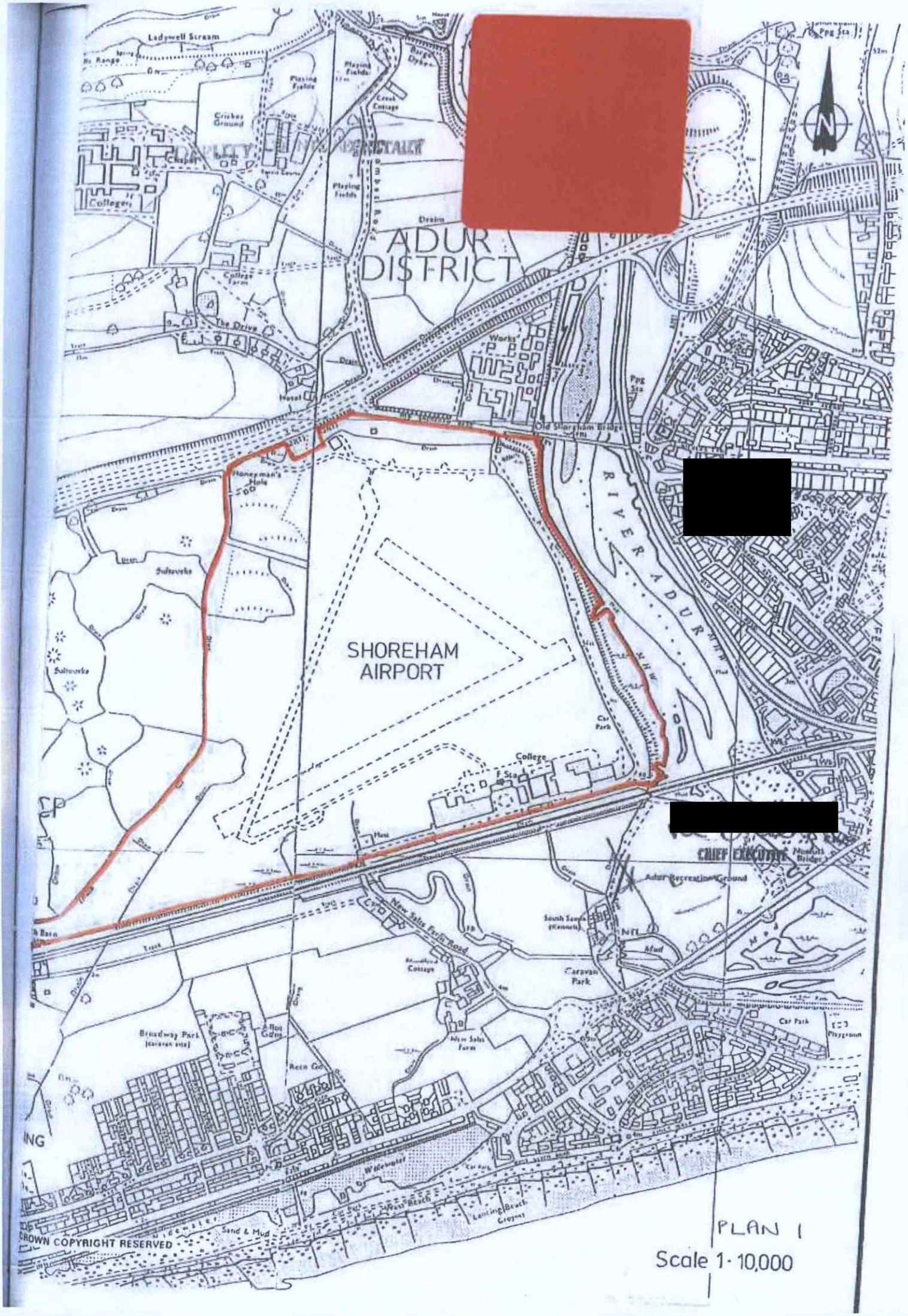
(2) for cross-wind training purposes

(3) for the purpose of maintenance operations on the all-weather runway

(4) in any emergency situation

(vi) The Councils shall control the types of aircraft using the Airport and the testing of engines with the aim of ensuring that noise disturbance is kept to a minimum In particular the Councils shall apply strictly the provisions of the Air Navigation (Noise Certification) Order 1986 or subsequent amending legislation

(vii) Optimum circuit patterns and approach and departure routes for fixed and rotary wing aircraft shall be adopted by the Councils to minimise overflying noise sensitive development The Councils shall pay full regard to the need to direct rotary wing aircraft testing and training manoeuvres within the Airport air traffic zone to locations where noise disturbance is minimised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College
College Farm
The Drive
Drain
Works
Old Shoreham Bridge
Honeyman's Hole
Saltworks
Car Park
College
Adur Recreation Ground
New Salts Farm Road
Caravan Park
Broadway Park
Car Park
Playground
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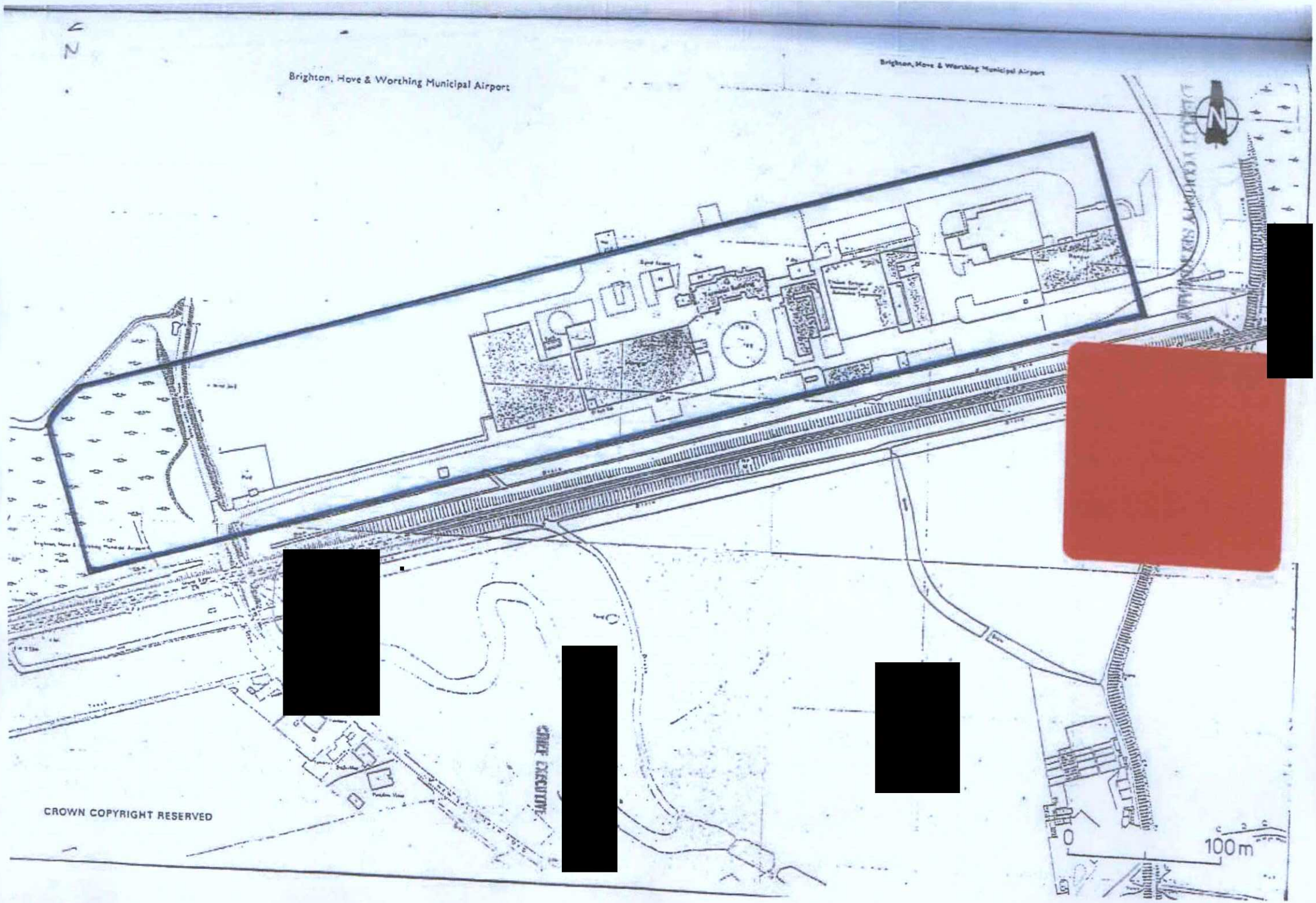
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(viii) Circuit heights for fixed wing aircraft shall not be lower than One thousand feet above aerodrome level except as part of the take-off and landing procedures and dependent upon weather conditions prevailing at the time

(ix) No construction operations shall be undertaken without the prior approval of the appropriate planning authority if such operations would have the effect of increasing beyond Pavement Classification No. 14 the weightbearing capacity of the all-weather runway provided that normal routine maintenance including resurfacing as necessary shall not be excluded thereby

(x) Building development shall not take place outside the area edged in blue on the plan attached hereto and identified as Plan 2

(xi) The Councils shall maintain a formal recording system to monitor movements This system shall provide the necessary information for monitoring purposes associated with this Agreement and the records shall be available for inspection by the County Council during normal office hours subject to twenty-four hours' prior notice being given

(xii) For the purposes of this Agreement a "movement" is a take-off or a landing "Touch and go" represents two movements and unless otherwise stated movements in this Agreement shall apply to all aircraft whether fixed or rotary wing

3. (a) The provisions of this Agreement shall remain valid until and except in so far as they may be varied by a subsequent Section 52 Agreement

(b) This Agreement may be reviewed at the request of the Councils (acting jointly) or by the County Council either

(i) at any time after three years have elapsed from the date of this Agreement or

(ii) upon the submission by the Councils of a planning application for planning permission to supersede or vary any of the conditions applying to the planning permission dated 4th June 1981 (application No L/249/78)

If necessary an arbiter shall be appointed jointly by the parties to resolve any area of conflict The arbiter shall take into account the County Council's desire to reduce the level of environmental disturbance the Council's desire to secure the optimum use of the Airport for commercial purposes and any new developments in the field of general aviation The President for

the time being of the Royal Institution of Chartered Surveyors shall make the appointment in default of agreement by the parties and the arbiter's decision shall be final

4. NOTHING in this Agreement shall prejudice the fulfilling of the obligations imposed upon the Councils in respect of safety matters in compliance with its public use licence

5. THE terms "the Councils" and "the County Council" shall include their respective successors in title or assigns

6. THE provisions of the Agreement and Supplemental Agreement shall forthwith cease to have force and effect

IN WITNESS whereof the Councils and the County Council have caused their respective Common Seals to be hereunto affixed the day and year first before written

(THE COMMON SEAL of BRIGHTON BOROUGH
(COUNCIL was hereunto affixed in the
(pres[redacted]
(
(
(Authorised Officer

(THE COMMON SEAL of HOVE BOROUGH
(COUNCIL was hereunto affixed in the
(presence of:[redacted]
(
(
(
( Chief Executive and Town Clerk

(THE COMMON SEAL of WORTHING BOROUGH
(COUNCIL was hereunto affixed in the
(presence of:[redacted]
(
(
(
( ~~Borough Secretary~~

(THE COMMON SEAL of THE COUNTY
(COUNCIL OF WEST SUSSEX was hereunto
(affixed in the presence of:
[redacted]
( County Secretary

DATED 13th October 1989

THE BOROUGHS OF BRIGHTON
HOVE AND WORTHING

- and -

WEST SUSSEX COUNTY COUNCIL

---

# A G R E E M E N T

relating to Shoreham Airport
(pursuant to Section 52 of
the Town and Country Planning
Act 1971)

---

E.M. Holdsworth
County Secretary
West Sussex County Council

Ref: JAI/P/GEN.17
PCS79C/C4

THIS DEED OF VARIATION is made the 20th day of October 1998

BETWEEN the COUNCILS OF THE COUNCIL OF BRIGHTON AND HOVE AND THE BOROUGH OF WORTHING (1) ("The Councils") and the COUNTY COUNCIL OF WEST SUSSEX (2) ("The County Council")

WHEREAS:

(1) The Councils and the County Council entered into the Main Agreement to facilitate the future use and development of the Airport

(2) The Councils are the owners in fee simple free from incumbrances of the Airport

(3) The Councils wish to vary the provisions of the Main Agreement as herein provided

(4) This Deed of Variation is supplemental to the Main Agreement

NOW THIS DEED WITNESSETH AS FOLLOWS:

1 DEFINITIONS

1.1 IN THIS DEED OF VARIATION unless the Context otherwise requires the following expressions shall have the following meanings:

| | |
|---|---|
| "the Airport" | means the area of land near Shoreham West Sussex edged red on Plan 1 of the Main Agreement |
| "the Main Agreement" | means the Agreement made between the parties hereto and dated 18 October 1989 pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers |
| "the Act" | means the Town and Country Planning Act 1990 |
| "the Obligations" | means the Covenants contained herein on behalf of the Councils |
| "Emergency Services" | means aircraft (including helicopters) operated by the emergency services but excluding routine flights by military aircraft |
| "Building Limits Plan" | means the plan annexed hereto and identified as the "Building Limits Plan" |
| "Ricardo Car Park Plan" | means the plan annexed hereto and identified as the Ricardo Car Park Plan |

2 STATUTORY PROVISIONS

2.1 This Deed of Variation of the Main Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 111 of the Local Government Act 1972 and

all other enabling powers

2.2 The County Council is the strategic planning authority for the area in which the Airport is situated

3 COVENANTS

3.1 The Councils jointly and severally covenant as follows:

3.1.1 The maximum number of movements of aircraft at the Airport in any year shall be controlled by the Councils as follows:

(i) The total number of movements shall not exceed seventy-five thousand (75,000) per annum

(ii) Within the total number of movements touch and go training movements shall not exceed twenty-two thousand (22,000) per annum

(iii) Within the total number of movements preference shall always be given to the accommodation of revenue rather than training movements

(iv) Up to five thousand (5,000) movements per annum by Emergency Services shall be permitted in addition to the total number of movements in (i) above

(v) The number of movements at the Airport (excluding movements by Emergency Services) by aircraft exceeding fifteen thousand pounds maximum all-up-weight shall not exceed three hundred in any year

3.1.2 No construction operations other than the hardening of the starter strips at each end of the all weather runway at the Airport in pursuance of planning permission no L/97/97/TP shall be undertaken without the prior approval of the County Council if such operations would have the effect of increasing beyond Pavement Classification No 14 the weightbearing capacity of that runway provided that normal routine maintenance including resurfacing as necessary shall not be excluded thereby

3.1.3 No application for planning permission for the development of any land at the Airport by the Councils (acting jointly) or by any party with the agreement in principle of the Councils acting jointly shall be submitted for approval unless the County Council has first been consulted on the development proposed and has been given a reasonable opportunity to express its views thereon before the finalisation of the application

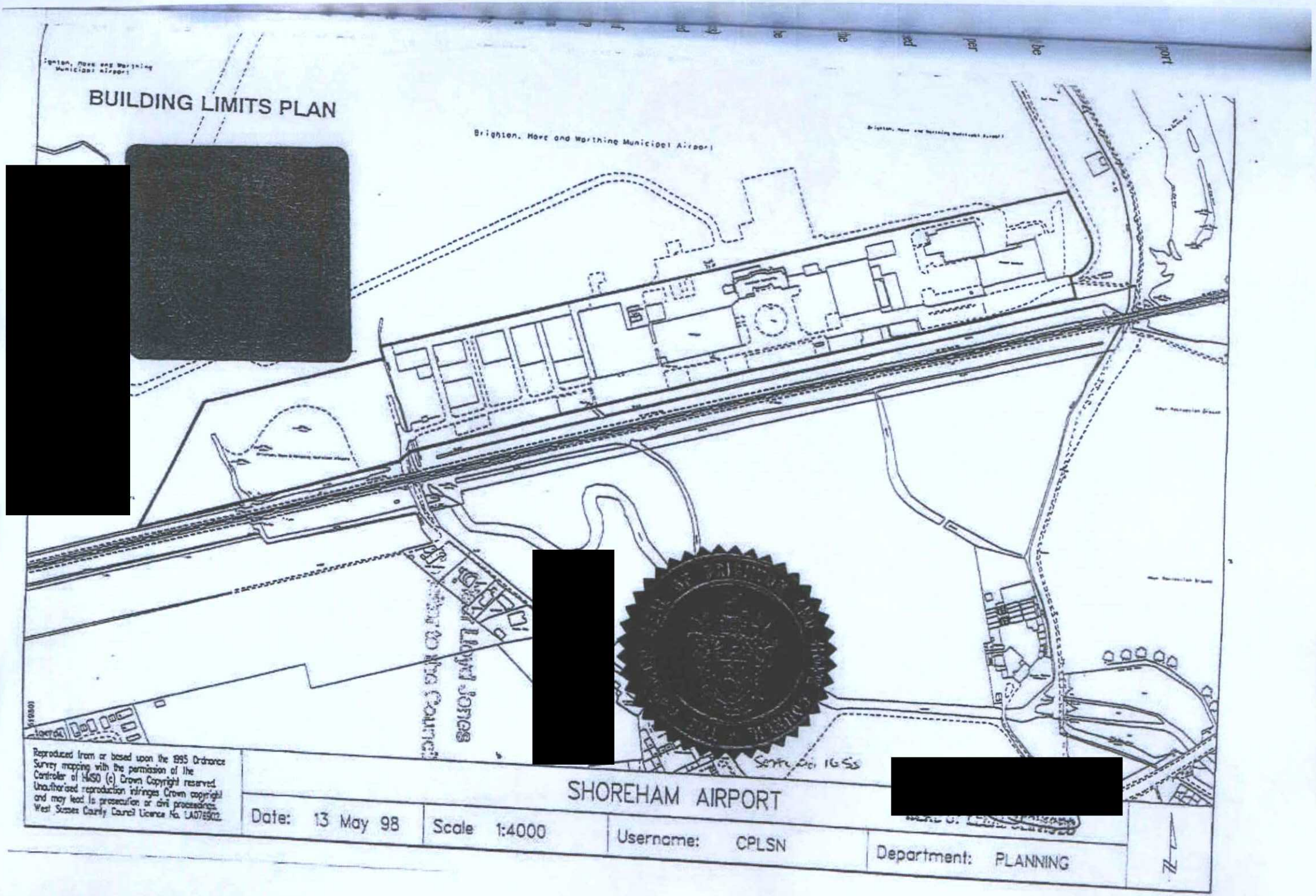
4 IT IS AGREED AND DECLARED that:

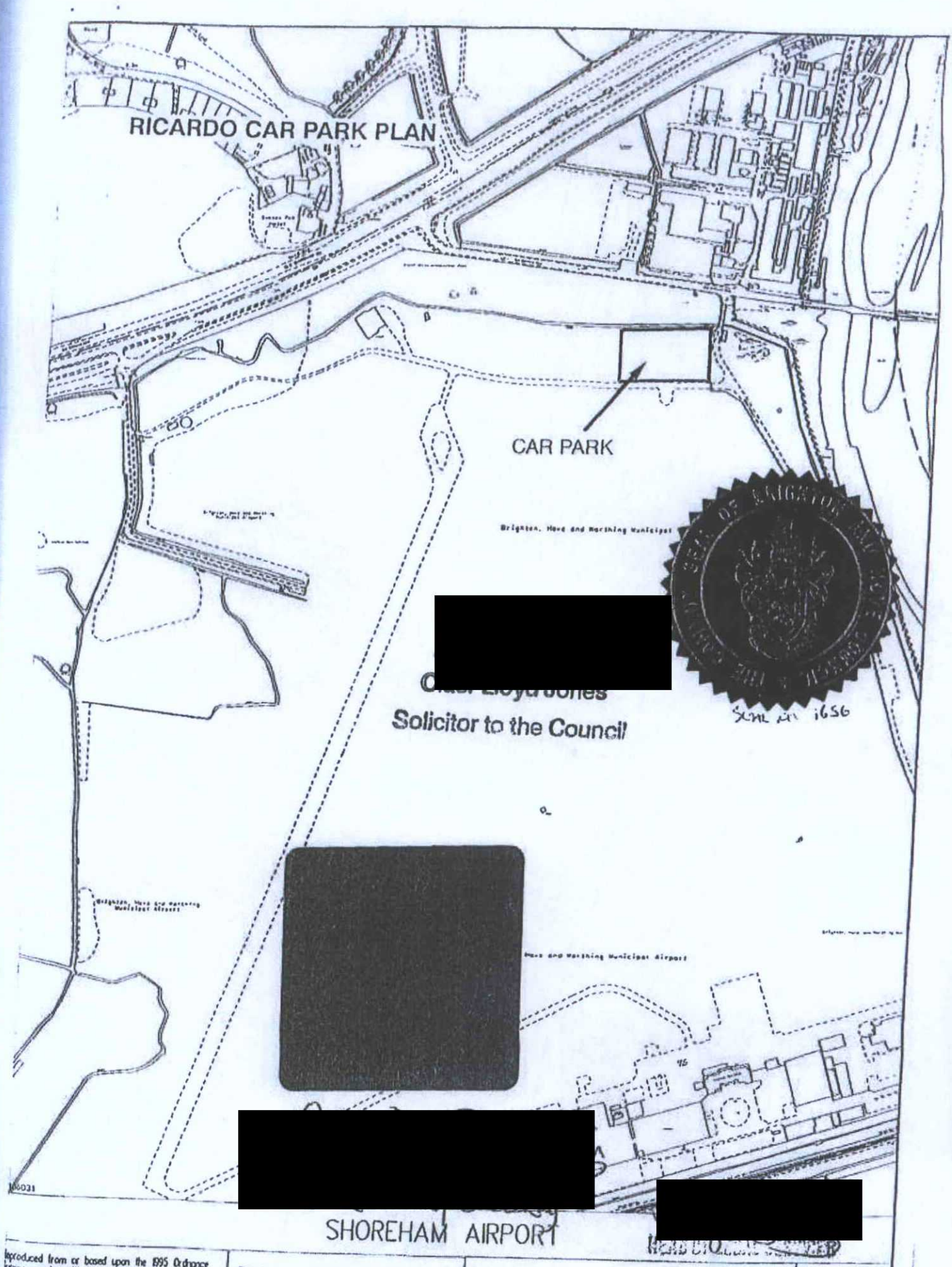
4.1.1 Expressions that are defined in the Main Agreement shall have the same meanings in this Deed of Variation

4.1.2 The provisions of the Main Agreement shall remain in full force and effect except that from the date hereof

(i) the covenants numbered (i) (iv) and (ix) in clause 2 of the Main Agreement are replaced

# BUILDING LIMITS PLAN



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| Reproduced from or based upon the 1995 Ordnance Survey mapping with the permission of the controller of HMSO (c) Crown Copyright reserved. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. West Sussex County Council Licence No. LA076902. | Date: 13 May 98 | Username: CPLSN | N |
| | Scale 1:5000 | Department: PLANNING | |

by the covenants in clauses 3.1.1 and 3.1.2 above

(ii) references in the covenant numbered (xi) in clause 2 and in clause 4 of the Main Agreement to "this Agreement" shall be construed as including this Deed of Variation

(iii) the Building Limits Plan shall be substituted for Plan 2 in the Main Agreement

(iv) the construction of a car park in the north east corner of the Airport in the position indicated on Ricardo Car Park Plan annexed hereto for the personal use of Ricardo Consulting Engineers Limited in pursuance of the outline planning permission dated 23 February 1998 shall not be treated as a breach of the covenant numbered (x) in clause 2 of the Main Agreement PROVIDED that the car park is constructed in accordance with details on which the County Planning Officer has been consulted before such construction

(v) that part of sub clause (b) of clause 3 of the Main Agreement not relating to arbitration shall be replaced by clause 4.1.3 hereof

4.1.3 The Main Agreement as amended by this Deed of Variation may be reviewed or varied at the request of the Councils (acting jointly) or by the County Council

(i) in respect of proposals related to the operation of the Airport at any time

(ii) in respect of all other proposals after the expiry of three years from the date of this Deed of Variation and in considering a request at that time the period for considering future variations will also be reviewed provided always that if planning permission is granted for such proposals within the said period of three years the County Council will consider whether or not it is reasonable and appropriate to vary the Main Agreement further

IN WITNESS WHEREOF the Parties have duly executed this instrument as their Deed the day and year first before written

THE COMMON SEAL of THE COUNCIL OF BRIGHTON AND HOVE was hereunto affixed in the presence of:

[redacted]

Solicitor to the Council

THE COMMON SEAL of WORTHING BOROUGH COUNCIL was hereunto affixed in the presence of:

[redacted]



( THE COMMON SEAL of THE COUNTY
( COUNCIL of WEST SUSSEX was hereunto
( affixed in the presence of:
(
(
(
(
( Assistant County Secretary

851/98

DATED 20th October 1998

THE COUNCIL of BRIGHTON AND HOVE
and WORTHING BOROUGH COUNCIL (1)

- and -

WEST SUSSEX COUNTY COUNCIL (2)

---

# DEED OF VARIATION

relating to an Agreement dated
18 October 1989 pursuant to
Section 52 of the Town and Country
Planning Act 1971 in respect of
Shoreham Airport

---

M P Kendall
County Secretary
County Hall
Chichester
West Sussex
PO19 1RQ

Ref: SJP/P/GEN/17A

E22/3/88

EXECUTED as a Deed by **ADUR DISTRICT COUNCIL** by the affixing of its Common Seal in the presence of:

[redacted]

Authorised Signatory




EXECUTED as a Deed by

**WORTHING BOROUGH COUNCIL**

by the affixing of its Common Seal in the presence of:

[redacted]

Authorised Signatory




EXECUTED as a Deed by **WEST SUSSEX COUNTY COUNCIL** by the affixing of its Common Seal in the presence:

[redacted]

Authorised Signatory



EXECUTED as a Deed by affixing the
Common Seal of
**BRIGHTON & HOVE CITY COUNCIL**
in the presence of:

[redacted]

Authorised Officer




EXECUTED as a Deed by

**ALBEMARLE SHOREHAM AIRPORT LIMITED** (In administration) by one of its Joint Administrators (signing as agent without personal liability)

[redacted]

David Thurgood

Joint Administrator

(Print Name)

in the presence of: [redacted]

Witness Name: CAROLINE DAVENPORT

Address: Cyntor House, 7-12 Tavistock Square, London WC1H 9LT

Occupation: Insolvency Manager

EXECUTED as a Deed by

**ALBEMARLE (SHOREHAM) LLP** (In administration) by one of its Joint Administrators (signing as agent without personal liability)

[redacted]

DAVID THURGOOD

Joint Administrator

(Print Name)

in the presence of: [redacted]

Witness Name: CAROLINE DAVENPORT

Address: Cyntoe House, 7-12 Tavistock Square, London WC1H 9LT

Occupation: Insolvency Manager

EXECUTED as a Deed by

[redacted]

one of the Joint Administrators on his own behalf and on behalf of his fellow Joint Administrator

DAVID THURGOOD

Joint Administrator

Print Name:

In the presence of: [redacted]

Witness Name: CAROLINE DAVENPORT

Address: Cyntoe House, 7-12 Tavistock Square, London WC1H 9LT

Occupation: Insolvency Manager

EXECUTED as a Deed by

**LONGBOW INVESTMENT NO3 S.A.R.L.** a company incorporated in Luxembourg acting by [S. MACHIN ] who in accordance with the laws of that territory is acting under the authority of the company

[redacted]

.....

**Longbow Investment No3 S.A.R.L.**

.....

**Authorised signatory**

# POWER OF ATTORNEY

The undersigned **Longbow Investment N°3 S.à r.l.**, a limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, having its registered office at 2, boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 172.273 (hereinafter referred to as the "**Company**"), hereby authorizes and empowers :

**Mr. Steve Machin,** professionally residing in 42 Wilgmore Street, London W1U 2 RY, and /or

**Mr. Graeme Troll,** professionally residing in 42 Wilgmore Street, London W1U 2 RY,

(hereafter referred individually as the "**Proxyholder**")

each acting individually, with power of substitution, as its/their true and lawful agent and attorney in fact for the purpose of :

(1) Representing the Company in all matters related to the agreement, negotiation, amendment and signing of a Section 106 agreement relating to a development at Shoreham Airport (also known as Brighton City Airport), Cecil Pashley Way, Shoreham-By-Sea BN 43 5FF; and

(2) Performing any other ancillary tasks that which it deems necessary or useful in connection therewith (with indemnity for all activities that have been performed within the framework of this power of attorney as described below and with promise of ratification where applicable).

The Company undertakes to indemnify the Proxyholder for any liability, which he or she may incur in relation to any act carried out for purposes of carrying out this power of attorney, provided that the Proxyholder has complied with the scope of its powers. Moreover, the Company undertakes not to seek to invalidate any act carried out or document executed by the Proxyholder and not to claim damages from the Proxyholder, provided the Proxyholder acted within the scope of his or her powers.

This power of attorney, and the rights, obligations and liabilities of the Company and the proxyholder hereunder, shall be governed by the law of the Grand Duchy of Luxembourg. In the event of dispute, the Luxembourg courts have exclusive jurisdiction.

This power of attorney shall remain in full force and effect until 31 January 2020 or until revoked by written communication to the Proxyholder.

Executed in Luxembourg, on 4 December 2019.

**Longbow Investment N°3 S.à r.l.**, duly represented by:

[redacted]

Name : Eric Lie

Function : manager A

[redacted]

Name : Mark McNicholas

Function : manager B