

3/66/5

PLANNING AGREEMENT

DATED 9 AUGUST 2005

ROTHER DISTRICT COUNCIL

DAVID HUGH BLOWEY

and

BARCLAYS BANK PLC

PLANNING OBLIGATION BY AGREEMENT

made pursuant to Section 106 of the Town and Country
Planning Act 1990 relating to the development of land at
Brede Barn Farm, Brede Lane, Sedlescombe, East Sussex

Planning Application: RR/2004/1815/P

Town Hall
Bexhill-on-Sea
East Sussex TN39 3JX

Ref: 9/13/816

KEN620

THIS PLANNING OBLIGATION BY AGREEMENT is dated 9 AUGUST 2005 and made BETWEEN ROTHER DISTRICT COUNCIL of Town Hall Bexhill-on-Sea East Sussex ("the Council") DAVID HUGH BLOWEY of Brede Barn Farm Brede Lane Sedlescombe East Sussex ("the Owner") and BARCLAYS BANK PLC of PO Box 290 Birmingham B1 3PF (Co. Regn No. 01026167) ("the Mortgagee")

WHEREAS:-

- A. The Owner has the freehold interest in the Site registered at H.M. Land Registry under Title No. ESX 232026 subject to a legal mortgage dated 11 November 1998 in favour of the Mortgagee and otherwise free from incumbrances
- B. For the purposes of the Town and Country Planning Act 1990 (The 1990 Act) the Council is the local planning authority for the area within which the Site is situated
- C. The Owner has submitted a planning application reference no. RR/2004/1815/P to the District Council for permission to develop the Site for the purposes and in the manner described in the Application
- D. The Council's Planning Committee has resolved that subject to the completion of this Agreement the Permission should be granted

NOW IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement unless the context otherwise requires:

'1990 Act' means the Town and Country Planning Act 1990 as amended;

'Agreement' means this Planning Obligation by Agreement and any modification thereof approved by the Council made pursuant to the power of section 106 of the 1990 Act;

'Application' means the application for planning permission submitted to the Council and bearing reference number RR/2004/1815/P – Erection of detached agricultural dwellinghouse and provision of two parking spaces

'The Council' means Rother District Council

'Mortgagee' means Barclays Bank Plc

'Development' means that development permitted by the Permission;

'Owner' means David Hugh Blowey

'Permission' means planning permission granted pursuant to the Application

'Renewal' in relation to any planning permission has the same meaning as in Article 3(3) of the Town & Country Planning (Applications) Regulations 1988 (SI 1988/1812)

'Site' means the land known as Brede Barn Farm Brede Lane Sedlescombe shown edged red on the Site Plan

'New Dwelling' means the dwellinghouse as submitted in planning permission RR/2004/1815/P and shown coloured blue on the inset map on the attached Site Plan

'Site Plan' means the plan annexed to this Agreement

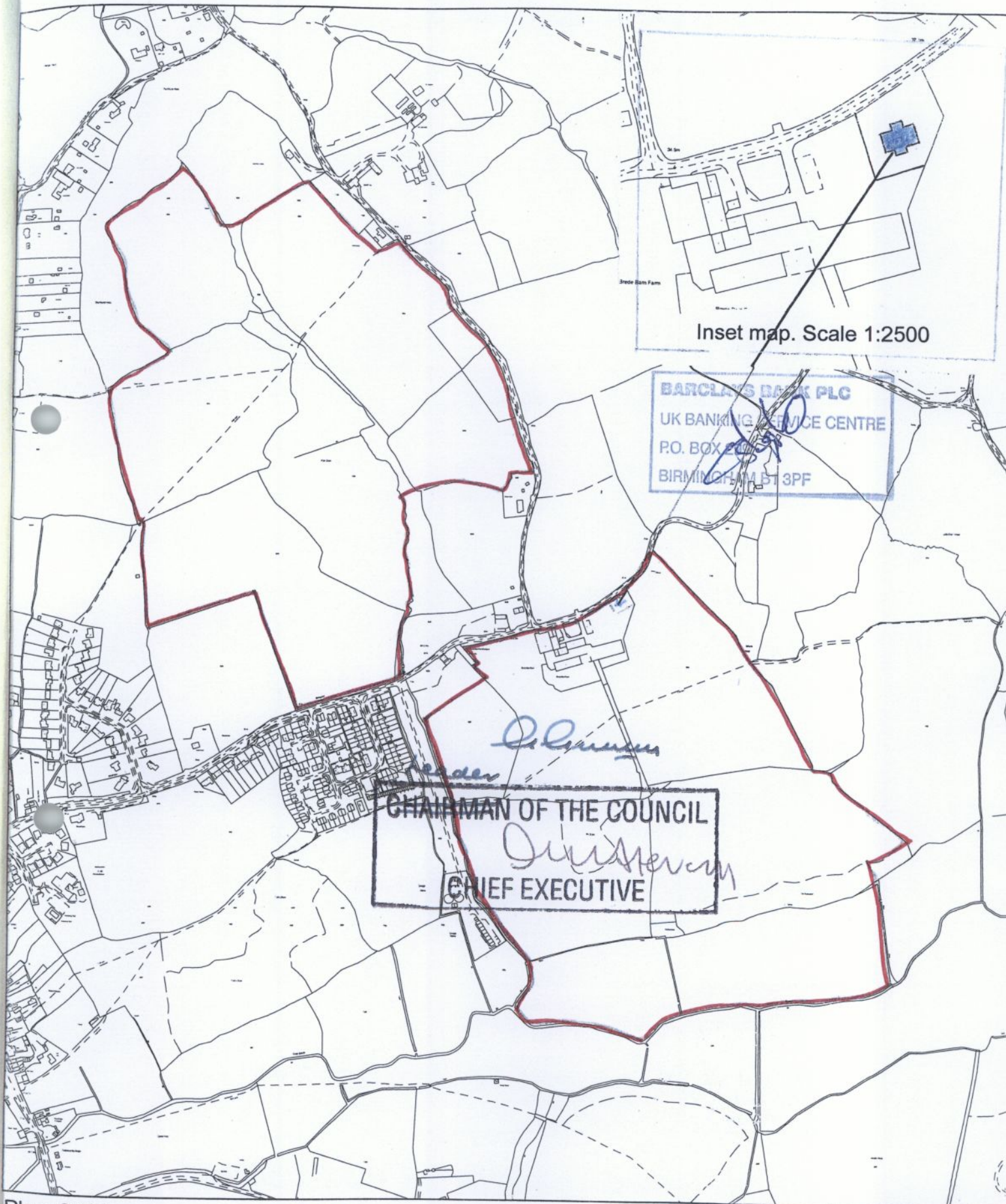
1.2 Where the context so requires:

- (a) the singular includes the plural;
- (b) references to any party shall include the successors in title of that party;
- (c) where a party includes more than one person any obligations of that party shall be joint and several;
- (d) references to clauses and schedules are references to clauses in and schedules to this Agreement
- (e) references to statutes or statutory instruments include any statute or statutory instrument amending consolidating or replacing them for the time being in force
- (f) if any of the obligations created by this Agreement shall be held to be invalid illegal or unenforceable the same shall be deemed severable and the remaining obligations shall not thereby be affected or impaired
- (g) colouring or other delineations on the Site Plan are for the purpose of identification only

- (h) words in this Deed denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or allow infringement of the restriction
- (i) the headings in this Deed shall not be taken into consideration in its interpretation or construction

2. LEGAL EFFECT

- 2.1 This Planning Obligation by Agreement is made pursuant to the 1990 Act section 106 and the Local Government Act 1972 section 111 to the intent that it shall bind the Owner and the Mortgagee and their successors in title to each and every part of the Site and their assigns as provided in those sections
- 2.2 This Agreement shall be enforceable by the Council
- 2.3 No person nor company shall be liable for any breach of this Agreement unless he or it holds an interest in the part of the Site in respect of which such breach occurs or held such an interest at the date of the breach.
- 2.4 This Agreement shall not take effect until the following conditions precedent have been fulfilled:
 - (a) the Permission has been granted; and
 - (b) the Permission has been implemented by the carrying out of a material operation as defined in the 1990 Act section 56(4)
- 2.5 For the purpose of determining whether or not a material operation has been carried out there shall be disregarded such operations as archaeological investigation demolition site clearance site preparation diversion and laying of services the erection of fences and hoardings and construction of access or service roads but regard shall be had to anything which could be done pursuant to the Permission (including any renewal thereof) regardless of whether it could be done under some other permission or otherwise



Plan: S106

File: RR/2004/1815/P

Date: 26/01/2005

F E Rallings FRTPI, Head of Planning, Town Hall, Bexhill on Sea, East Sussex TN39 3JX

Scale: 1:7000

N.G. Ref: TQ7818

2.6 If the Permission expires within the meaning of sections 91 92 and 93 of the 1990 Act (without being renewed) or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or his successors in title this Agreement shall cease to have effect

2.7 Nothing in this Planning Obligation shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Planning Acts or under any other appropriate power or authority pursuant thereto or any statutory amendment or re-enactment thereof

2.8 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any Obligation of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any Obligation or from acting upon any subsequent breach or default in respect thereof by the Owner

2.9 The Council will upon the written request of the Owner at any time after all the obligations hereunder which are not of a continuing nature have been fully performed or otherwise discharged issue written confirmation thereof and cause a note thereof to be included in the entry in the Local Land Charges Register relating to this Planning Obligation unless it deletes such entry

2.10 Except as previously provided none of the provisions of this Agreement are intended to or will operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement

3. OBLIGATION

3.1 The Owner covenants with the Council as follows:

3.1.1. Not to cause or permit any of the Development to be occupied unless the following covenants shall have been fully complied with;

3.1.2. To pay on demand the Council's reasonable legal costs incurred in connection with the preparation and completion of this Planning Obligation;

3.1.3. That occupation of the New Dwelling shall be limited to a person solely or mainly employed or last employed in the locality in agriculture as defined in Section 336 of the Town & Country Planning Act 1990 or in forestry or a dependant of such a person residing with him/her or a widow or widower of such a person

3.1.4. That neither the New Dwelling nor the Site shall be disposed of whether wholly or in part by way of gift lease sale or other transaction separately from the other nor shall any legal interest be granted transferred or created so that any person becomes a tenant lessee or owner of the New Dwelling without having a similar interest in the Site

4. CONSENT OF THE MORTGAGEE

The Mortgagee hereby consents to the completion of this Agreement and acknowledges that from the date of the Agreement the site shall be bound by the restrictions and obligations contained herein

5. INDEMNITY

The Owner hereby covenants to indemnify the Mortgagee in respect of any liabilities actions demands proceedings costs and expense arising directly or indirectly as a result of having entered into this Agreement

IN WITNESS whereof the parties have duly executed this Planning Obligation by Agreement as a Deed on the date first written above

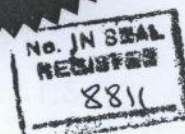
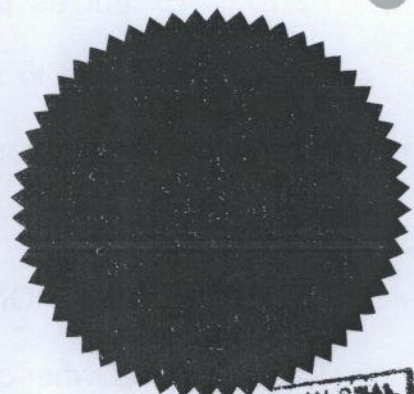
THE COMMON SEAL of ROTHER DISTRICT)
COUNCIL was hereunto affixed in)
the presence of:-)


Chairman of the Council

Header


Secretary

Chief Executive



SIGNED as a DEED by the said)
DAVID HUGH BLOWEY)
in the presence of:-)

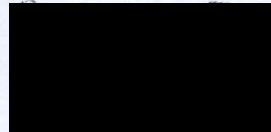


Witness:
Address & Occupation:

X
X



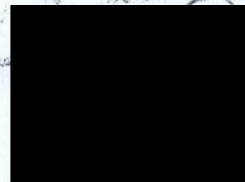
PHILIP WILLIAM STEVENSON



RETIRED INVEST BANK



SIGNED as a DEED by PETER WADE)
as Attorney for and on behalf of)
Barclays Bank Plc in the presence of:-)



Name:

PETER SAM STEWART

Signature:



QC	DATE
	8/7/03

BY THIS POWER OF ATTORNEY dated 7 December 2004 BARCLAYS BANK PLC of 54 Lombard Street, London, EC3P 3AH (the "Bank") hereby appoints for a period of one year from the date of this deed

Alan William Shepherd
Senior Manager Specialist Support
Barclays Bank PLC
Specialist Support
Camden House East
Summer Row
Birmingham
B1 3QA

as its true and lawful attorney (the "Attorney") for and on behalf of the Bank (but without prejudice to or in any way limiting the actual or ostensible authority of the said Attorney), to do and execute the following acts and deeds

1. To sign all forms of written documents except acceptances and endorsements of bills of exchange.
2. To accept and endorse bills of exchange jointly with some other person duly authorised by the Bank for that purpose.
3. To sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easement and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Bank.
4. To make any declaration, affidavit or proof of any debt due or claimed to be due to the Bank in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney replaces any previous Power of Attorney issued to the Attorney save for any specific power issued.

This Power of Attorney shall be construed under and governed by the laws of England and Wales, to the jurisdiction of whose courts do hereby submit.

In witness whereof, this Power of Attorney has been executed as a deed on the date first written above.

Executed as a deed
by Barclays Bank PLC

by the affixing of its Common

Seal in the presence of:

I certify that this is a true
and complete copy of the
original

FOR BARCLAYS BANK PLC

Name PARAMJIT BILKHA

Job Title Bank Official

Date 9/12/04

ASSISTANT SECRETARY
Authorised Sealing Officer

Seal Number

GCS/PA/04/385