

PLANNING AGREEMENT

DATED 28 NOVEMBER 2013

ROTHER DISTRICT COUNCIL

And

DAVID HUGH BLOWEY

MODIFICATION OF PLANNING OBLIGATION BY AGREEMENT

made pursuant to Section 106A of the Town and Country
Planning Act 1990 in relation to a Planning Obligation
by Agreement dated 9 August 2005 relating to the development
of land at Brede Barn Farm, Brede Lane, Sedlescombe, East Sussex

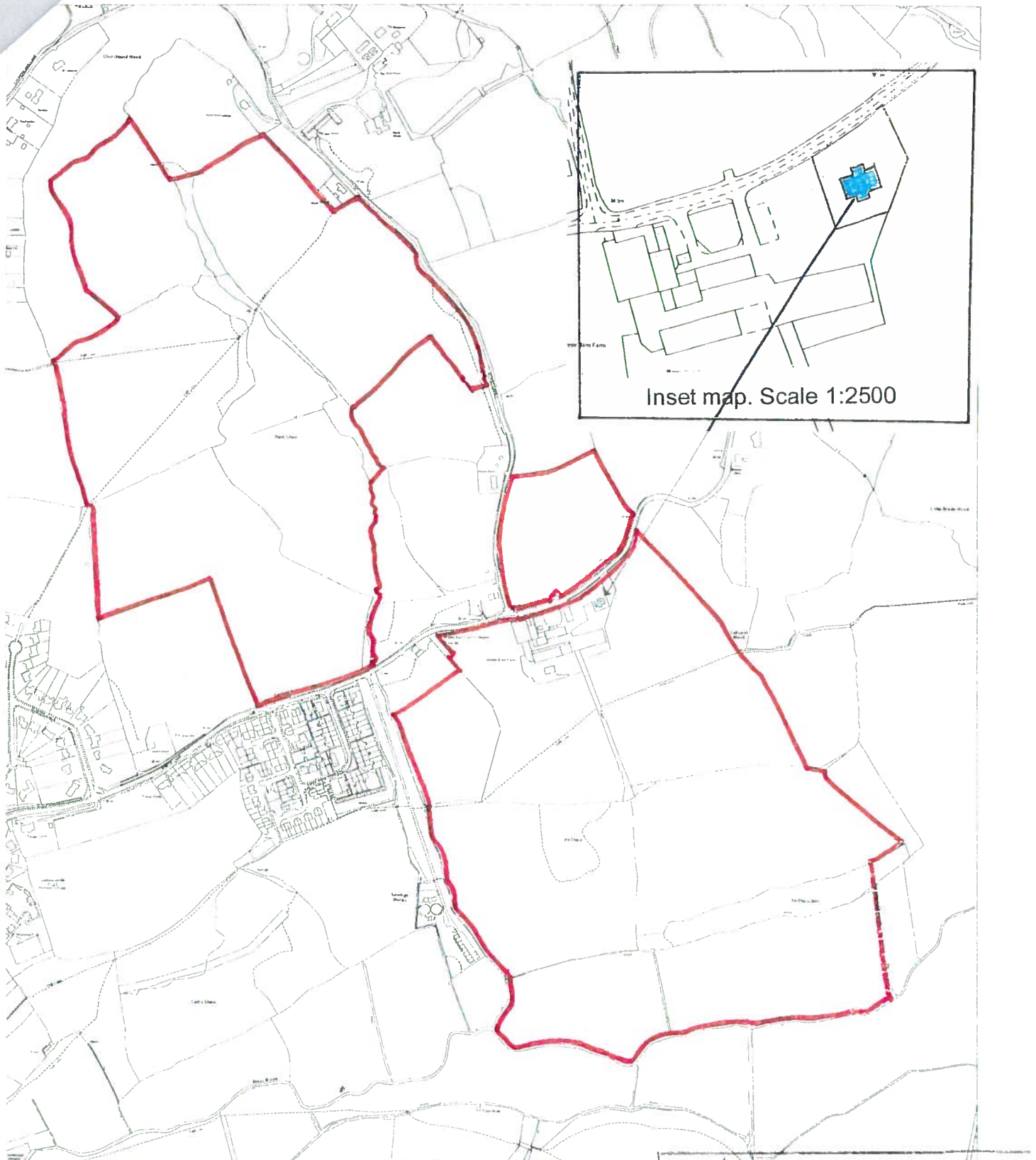
Planning Application: 9/13/816

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

Ref: MKN019

THIS MODIFICATION OF A PLANNING OBLIGATION BY AGREEMENT is dated
28 November 2013 and made BETWEEN ROTHER DISTRICT COUNCIL
of Town Hall, Bexhill-on-Sea, East Sussex ("the Council") and DAVID HUGH
BLOWEY of Brede Barn Farm Brede Lane Sedlescombe East Sussex ("the Owner")
WHEREAS:-

- A. The Owner has the freehold interest in the Site registered at H.M. Land Registry under Title No. ESX338374 and ESX232026 and free from encumbrances
- B. For purposes of the Town and Country Planning Act 1990 (The 1990 Act) the Council are the local planning authority for the area within which the Site is situated
- C. By an Agreement dated 9 August 2005 between Rother District Council (1) David High Blowey (2) and Barclays Bank Plc (3) (the parties hereto) the Site and other land was made subject to a Planning Obligation ("the Planning Obligation") in connection with a planning application reference no. RR/2004/1815/P for erection of detached agricultural dwellinghouse and provision of two parking spaces ("the 2004 Application")
- D. The Planning Obligation remains enforceable by the Council and against the Owner
- E. The Owner has submitted an application reference no. 9/13/816 to the District Council to develop part of the Site for the purposes and in the manner described in the 2013 Application
- F. The Council's Planning Committee has resolved that subject to the completion of this Agreement the 2013 Application should be granted
- G. This Agreement is supplemental to and varies the Planning Obligation because the 2013 Application is for a variation to the Application to which the Planning Obligation relates



Scale: 1:7000

Plan: S106

Date: 26/06/2013

File: RR/2004/1815/P &

N.G. Ref: TQ7818

9/13/816



NOW IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement and the Planning Obligation:

'2013 Application' means the application for modification to section 106 obligation (9/13/816): to remove field 8669 from area of land not allowed to be disposed of separately from farmhouse; to add larger field to the legal agreement to replace field 8669.

'Owner' means David Hugh Blowey

'Planning Obligation' means the Agreement dated 9 August 2005 relating to the Site between Rother District Council (1) David Hugh Blowey (2) and Barclays Bank Plc (3) pursuant to Section 106 of the Act

'Site' means the site shown edged red on the Plan annexed hereto

1.2 Unless otherwise expressly provided herein the definitions set out in Clause 1.1. of the Planning Obligation shall apply to the construction of this Agreement and the Planning Obligation

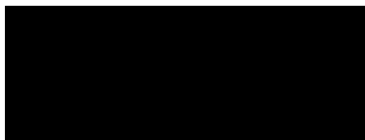
2. LEGAL EFFECT

2.1 This Modification of a Planning Obligation by agreement is made pursuant to the 1990 Act section 106A to the intent that it shall bind the Owner and their successors in title to each and every part of the Site as provided in those sections

2.2 As from the date hereof the Planning Obligation shall have effect in relation to all the land affected by it subject to all references to the Application therein being construed as including references to the 2013 Application and the Plan shall refer to the Plan dated 26 June 2013 annexed to this Agreement in substitution for the Plan attached to the Planning Obligation but otherwise the Planning Obligation shall remain in full force and effect

3. The Owner covenants with the Council to pay on demand the Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement

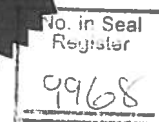
THE COMMON SEAL of ROTHER DISTRICT)
COUNCIL was hereunto affixed in)
the presence of:-)



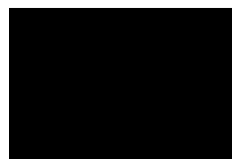
Chairman of the Council
Member



Authorised Signatory



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

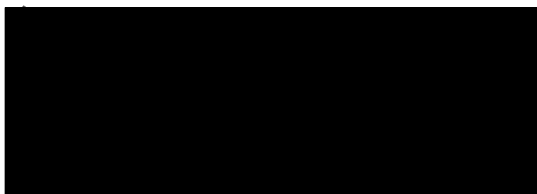


Witness:



Name: MICHAEL NEEDS

Address & Occupation:



SC12RE7012