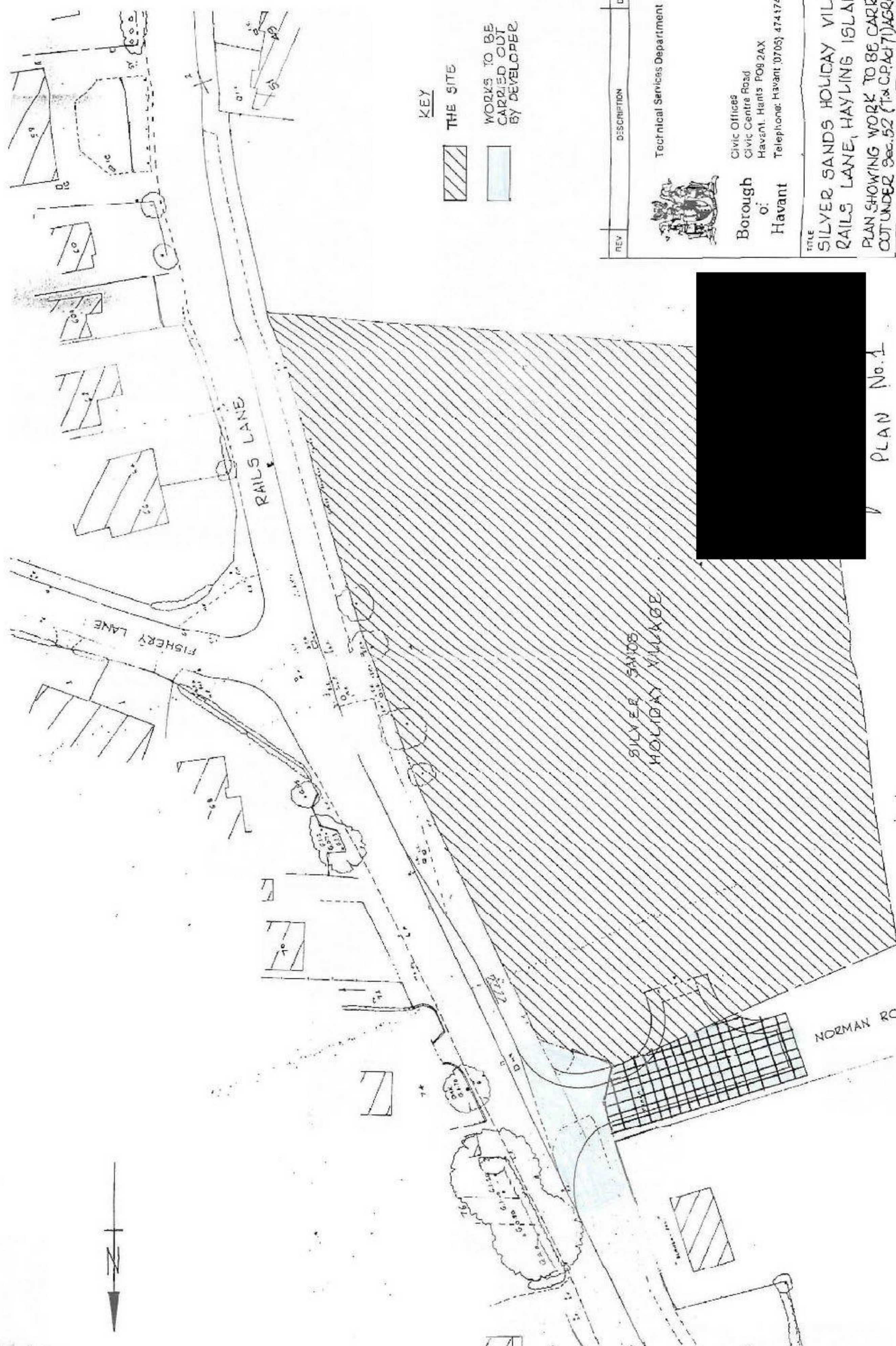


THIS AGREEMENT under seal is made the *Sixth* day of *October* One Thousand Nine Hundred and Eighty Nine BETWEEN SILVER SANDS CHALETS (HAYLING ISLAND) LTD whose registered office is situate at Farpiece Elsted Midhurst West Sussex (hereinafter called "the Owner") of the one part and THE COUNCIL OF THE BOROUGH OF HAVANT of Civic Offices Civic Centre Road Havant in the County of Hampshire (hereinafter called "the Council") of the other part

WHEREAS

- (1) There has been submitted by the Owner to the Council as district planning authority an application (hereinafter called "the Application") numbered 88/50417/1 for outline planning permission expressed to be for "Erection of 46 No two-bedroomed sheltered flats including community room, laundry, guest room and associated works including making up of part of Norman Road and the access to Rails Lane" on land known as "Silversands Holiday Camp" Rails Lane Hayling Island in the County of Hampshire as is shown hatched black on plan number 1 annexed hereto (hereinafter called "the land")
- (2) The Owner is seised in fee simple absolute in possession of the land free from encumbrances and is entitled to possession and occupation of the land no other person having an interest therein at law or (to the best of the Owner's knowledge and belief) in equity
- (3) The Council is seised in fee simple absolute in possession of that part of the roadway known as Norman Road shown coloured blue and cross hatched black on plan number 1 annexed hereto which is a public highway not maintainable at the public expense and is willing to permit the roadway to be made up in accordance with the specification set out in plan number 2 annexed hereto That part of the said roadway shown coloured blue on plan number 1 annexed hereto is a highway maintainable at the public expense Both parts of the roadway hereinbefore referred to are hereinafter called "the Roadway"
- (4) The Council is the Local Planning Authority for the purposes of Section 1 of the Town and Country Planning Act 1971 and Section 182 and the 16th Schedule of the Local Government Act 1972
- (5) This Agreement under seal is intended to be entered in exercise and pursuance of Section 111 of the Local Government Act 1972 Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all and any of the same to the intent that it shall bind the Owner and be enforceable against the Owner and the persons deriving title under the Owner as in those sections mentioned

bind the land into whosoever restrictions the Owner and sections will under and Town and ment is being ment and it is Agreement sections e (but as provided upation of than by a t this together as erty years of and the other OVIDED that e or over the over shall IDED that the t apply to rden as in on the land he Schedule any time by its of the Roadway t out in plan Council's (Hampshire ing PROVIDE Highway



PLAN No. 1

REV	DESCRIPTION	DATE	INITIALS
	Technical Services Department		
			
	Borough of Havant		
	Civic Offices Civic Centre Road Havant, Hants PO9 2AX Telephone: Havant (0705) 474174		
TITLE SILVER SANDS HOLIDAY VILLAGE, RAILS LANE, HAYLING ISLAND. PLAN SHOWING WORK TO BE CARRIED OUT UNDER Sec. 52 (T.A.C.P.A. 7) AGREEMENT.			
DRAWN BY P.J.M./M.B.		PRG No. 54/331	
SCALE 1:500		NEG. No. 27111	
DATE SEPT. 1988			

NOTES

CONSTRUCTION TO CONFORM TO
H.C. DOCUMENT "ROADS IN
SENSITIVE AREAS" SECOND EDITION.
PRECAST CONCRETE KERBS AND
CHANNELS SHALL BE HYDRAULICALLY
PROPOSED AND COMPLY WITH 3.6.310.
CHANNELS WILL ALWAYS BE PROVIDED
WHERE LONGITUDINAL FALL IS LESS
THAN 0.7%.

WHERE THE SUBGRADE IS FROST SUSCEPTIBLE THE OVERALL CONSTRUCTION THICKNESS SHOULD NOT BE LESS THAN 450mm IRRESPECTIVE OF THE SUBGRADE I.B.Q. VALUE.

EQUILIBRIUM C.B.R. VALUES SHOWN IN TABLE A ARE FOR SCALEDANCE ONLY. FINAL DESIGN VALUES SHALL BE DETERMINED BY THE ENGINEER.

HERBS AND CHANNELS ARE SHOWN WITH WINDOW-LAYING METHOD.

Technical Services Department

Civic Offices
Civic Centre H
Havant. Havant
Telephone: Ha

STANDARD HIGHWAY DETAIL

FLEXIBLE ESTATE ROAD CONSTRUCTION
(MINOR ROUTES)

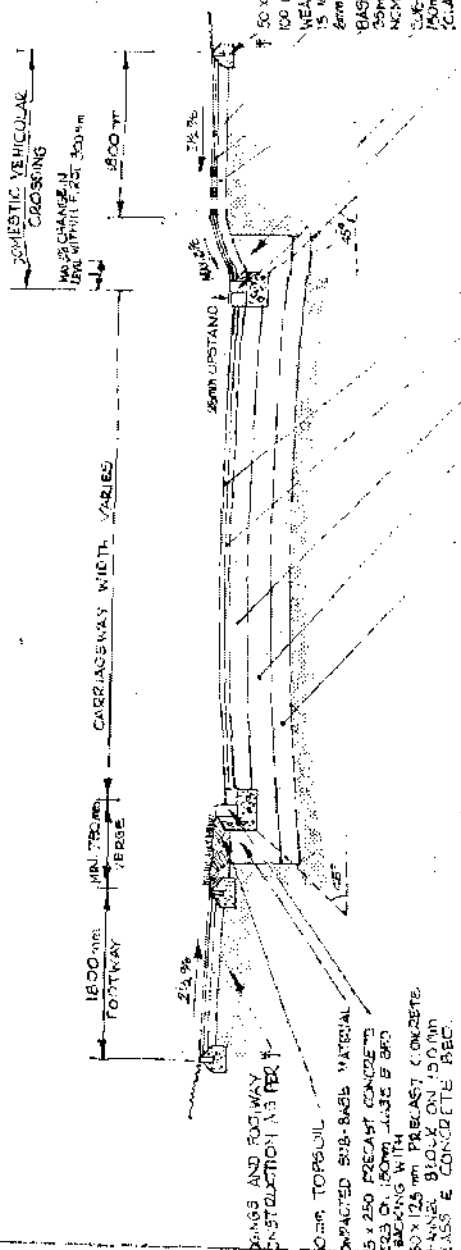
18

DRG No. 416/54

NOT TO SCALE

MARCH 1988

PLAN No. 2.



50 X 150 PRECAST CONCRETE SLABS ON
100 CLASS B CONCRTL. BED AND BACKING
WEARING COURSE.
IS MEDIUM TEXTURED COATED MAGNUM
BASECOURSE. (TABLE 2.2.3.3-AS-FR-973)
NOMINAL SIZE 2.0 TO 8.0 (FR-973)
SUE-SAGE
MAGNUM GRANULAR MATERIAL TYPE AOS 2,
2.0 TO 8.0 (FR-973)
COMPACTED SUB-BASE MATERIAL
IS 50X150 PRECAST CONCRETE SLEDS ON
100 CLASS B CONCRTL. BED AND BACKING

WEAVING COURSE -
25mm DENSE BUTTEN MACRAM 6mm KNOT SIZE (ACC. CL. 49)

BASE COURSE ~
FORM DENSE BITUMEN MACADAM 28mm NOM. SIZE
TABLE 2.2.5. OF B.S. 1967 - 1979)

2200D BASE,
70cm DENSE BITUMEN MACADAM (CLAUSE 811)

FOR BASE-
QUINACRYLIC MATERIAL TO CURE 603 or 604
MATERIAL TO CURE 604 NOT SEVERELY SUITABLE FOR
OTHER SOLUTIONS

WORKING LAYER - SELECTED PLOT TO CLASSES G1'S / CONDITIONS

TABLE A.3.1. NEST

BUILDING AND TRAILING		FOR SUBGRADE	
CONSTRUCTION CONDITIONS		AVERAGE	
1	1	1	1
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99	99	99	99
100	100	100	100

assessing the possibility of material alterations

Bureau of Economic Warfare

[illegible][illegible]

NOW THIS AGREEMENT WITNESSETH with the intention and so as to bind the land and all parts thereof so far as lawfully may be effected and into whosoever hands the same may come and so that the covenants agreements restrictions and obligations hereby imposed shall be enforceable against the Owner and the successors in title and assigns of the Owner as in those sections mentioned the Owner hereby covenants and agrees with the Council under and in pursuance of and for all the purposes of Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (the two aforesaid sections being hereafter referred to as "the named sections") as in this Agreement and it is hereby expressly agreed and declared that the clauses of this Agreement and its covenants are clauses and covenants to which the named sections apply and the provisions of this Agreement shall be enforceable (but without prejudice to any other right or remedy of the Council) as provided in the named sections:

// 1. (a) not at any time to occupy or cause or permit the occupation of any unit of accommodation hereafter erected on the land other than by a person or persons aged sixty years of age or over PROVIDED that this prohibition shall not preclude occupation by two people living together as husband and wife where one of those two people is aged under sixty years of age so long as that person is aged fifty years of age or over and the other is aged sixty years of age or over as aforesaid AND FURTHER PROVIDED that in the event of the death of the person aged sixty years of age or over the continued occupation by the person aged fifty years of age or over shall not be deemed to be a breach of this covenant AND FURTHER PROVIDED that the restriction contained in this clause as to occupation shall not apply to the unit of accommodation allocated for the occupation of a warden as in (b) hereunder;

(b) that one of the units of accommodation to be erected on the land shall be allocated for occupation by a warden (as defined in the Schedule to this Agreement) and that such unit shall not be occupied at any time by any person other than a warden;

(c) not to first occupy or cause or permit any of the units of accommodation on the land to be first used or occupied before the Roadway is made up or improved in accordance with the specification set out in plan number 2 annexed hereto to the reasonable satisfaction of the Council's Director of Technical Services and/or the Highway Authority's (Hampshire County Council) duly authorised representative for the time being PROVIDED that the Owner will enter into such further agreements as the Highway

Authority may reasonably require to enable the works shown on the specification set out in plan number 2 annexed hereto insofar as these are to be undertaken on that part of the Roadway shown coloured blue on plan number 1 annexed hereto

(d) that until that part of the Roadway shown coloured blue and cross hatched black on plan number 1 annexed hereto is adopted as highway maintainable at the public expense to ensure that it is at all times maintained to a standard which is to the reasonable satisfaction of the Council's Director of Technical Services for the time being

2. The Council hereby grants permission to the Owner and its successors in title to the land to enter that part of the Roadway shown coloured blue and cross hatched black on plan number 1 annexed hereto with or without workmen and equipment to carry out such work and improvements as may be necessary to make up that said part of the Roadway in accordance with the specification set out in plan number 2 annexed hereto

3. Upon completion by the Owner of the works to that part of the Roadway shown coloured blue and cross hatched black on plan number 1 annexed hereto as in clause 1(c) hereof the Council will adopt that said part of the Roadway as highway maintainable at the public expense pursuant to Section 228 of the Highways Act 1980 and to arrangements made between the Council and Hampshire County Council (the Highway Authority) under Section 101 of the Local Government Act 1972

4. The covenants on the Owner's part contained in this Agreement shall not come into operation unless and until the Council has granted planning permission in accordance with the application and the development permitted thereunder or any part thereof has been constructed

THE SCHEDULE

(Definition of "warden" pursuant to clause 1(a) above)

"An individual occupying a unit of accommodation on the land equipped with a call alarm system linked to other units of accommodation on the land and whose function (in general terms) would be to help protect the well being of the elderly residents of the other units of accommodation of the land.

The duties of such individual would be likely to include:

- (a) the maintenance of regular contact with residents of units of accommodation on the land;
 - (b) to be reasonably available in cases of emergency affecting such residents;
 - (c) to be responsible for ensuring the supervision of communal areas and facilities"
- //

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

THE COMMON SEAL of SILVER SANDS CHALETS)
(HAYLING ISLAND) LTD was hereunto)
affixed in the presence of:-)

Director

Secretar

THE COMMON SEAL of the COUNCIL OF THE
BOROUGH OF HAVANT was hereunto affixed
in the presence of:-

Borough Secretary

DATED

6th October

1989

SILVER SANDS CHALETS
(HAYLING ISLAND LTD) (1)

and

THE COUNCIL OF THE
BOROUGH OF HAVANT (2)

AGREEMENT as to land at
Silersands Holiday Camp
Rails Lane
HAYLING ISLAND
Hampshire

P T ADAMS LLB
Borough Secretary
Civic Offices
Civic Centre Road
HAVANT
Hampshire
PO9 2AX

Exd 1/17 =

Certificate of Title

As Solicitors to the Owner we certify that on the date of this agreement
what is set out in the second recital to this agreement is true

SIGNED ..

NAME T. J. ADAMS, LLB, FENR 1994, BOLLER

ADDRESS 5 East Pallace, Chichester,

..... West Sussex