

13 January 2014

FROM:

Delwyn Jones Planning Solicitor
Resources Department
Tel Ext 737737

TO:

S Davis
Planning Officer

**CONSULTATION ON DISCHARGE OR VARIATION OF PLANNING OBLIGATION AND
S52 AGREEMENT
ADDRESS RED RIDGES KINGS PARADE ALDWICK DEED DATED 1987 [?]
REF AW/267/13/PO**

GENERAL

Thank you for your recent consultation memo now returned together with the file on which alone this advice is based, and which file I return.

I refer you to Counsels Advice dated 11 October 2006 and my summary of that dated 16 October 2006 by way of general background.

IS THERE A COPY DEED ?

Answering this question is slightly complicated in the absence of a deed. I am advised it is dated 1987 , but no deed is produced.

I can answer the question generally and then add some further comments on sight of the deed.

I will ask for the deed to be located and then add any comments.

**PLANNING OBLIGATION/S52 AGREEMENT MADE PRE 9 NOVEMBER 1992 AND
S84 LPA 1925**

Due to date of the deed ie circa 1987 , this applies.

Procedure

You have these alternatives :-

- (1) grant the application via a deed per EPL Vol 2 para 106.70 which would be the orthodox way of proceeding
- (2) grant via S106A and rely on estoppel to effectively ensure we do not enforce it in future which would be practical and effective in my view
- (3) refuse and see if they appeal and under which procedure. Strictly an appeal should be under S84 LPA 1925 to Lands Tribunal so we can defend as invalid any appeal to PINS. [see papers attached and speak to me if any difficulty]

Criteria

Strictly the tests are those identified in S84 LPA 1984 as S106A and "useful purpose" does not apply to cases pre 9/11/1992 but for practical purposes I think you can use "useful purpose".

The Determination in this Case.

It may be that County Highways no longer back this age restriction [an you should check this] but it may still serve a useful purpose if there is evidence to show (judged by you as a planner) that there is another planning ground for keeping the age restriction eg lack of amenity open space, adverse affect on amenity from mixed age groups, discharge or variation will mean a loss of affordable housing for a sector of the population.

I have seen on file an agents letter and the applicants letters and a form. The case is basically that they want the age restriction reduced to 55 years and not "pensionable age".

I can see no reason to deny them this and no reason to argue that the age restriction to "pensionable age" is still justified.

I suggest in this case that there are no useful purpose(s) identified namely so you cannot refuse a reasonable request.

I await instructions to draft a suitable Deed of Variation.

FURTHER EVIDENCE

I rely on you to show me any new or further evidence which may change the tenor of this advice. I will add any comments and any copy of the Planning Obligation that I can find.

Ref/lgdr/legprec/pl/podisch

15 Flats.

ANNEX

Dated 15/1/2014

Planning Obligations affecting the Land

This land is affected by these planning obligations all dated pre 9 November 1992 :-

13 October 1988 ref AW94/87 *— amended by AW/325/87*
25 August 1989 ref AW/307/88 applied also to ref AW/231/89 *— ruled AW/307/88 — different site*
21 February 1992 ref AW/307/88 *— 14 Shared Flats A/C — different site*

Because all these agreements pre date 9/11/92 the "old rules" apply about discharging or variation by a Deed and appeal lying to the Lands Tribunal.

Which Obligation does the application ref AW/267/13/PO apply to ?

The planning obligation applying to the planning permission actually implemented.

It appears that this site has a history of numerous planning permissions being granted.

(You must decide which was implemented by scanning the history and the design of the buildings on site.

AW/325/87 OR AW/94/87

I think this explains the uncertainty shown by the applicant.

My Suggestion.

My own view is that it is ref AW/94/87 that was implemented. So the planning obligation dated 1988 is the one needing to be varied. This is because the applicant refers to "1987" and because of what I say below about the other planning obligations.

1989 and 1992 Planning Obligations and Exemptions from Age Restriction

The papers I enclose show that some flats are exempted from the age restrictions and the 1992 Deed of Variation lowers the age restriction to 55 years on some flats.

However, I suspect that these agreements are now irrelevant, because a different planning permission reference was implemented.

Next Steps

I suggest you now need to verify the planning permission that was implemented and then decide the application to vary accordingly and then instruct me to draft any deeds of variation if that is your decision.

Dated 15 1 14

THIS AGREEMENT is made the

13th

day of October

One thousand nine hundred and eighty-seven BETWEEN ARUN DISTRICT COUNCIL of The Arun Civic Centre Maltravers Road Littlehampton in the County of West Sussex BN17 5LF (hereinafter called "the Council") of the one part and ANN PALMER RICHARD MICHAEL PALMER and ETHELWYNNE MERLE PALMER all of Red Ridges 1 Selsey Avenue Bognor Regis West Sussex (hereinafter called "the Palmers") of the second part and OAKLAWN TRADING ESTATES LIMITED whose registered office is situate at 19 High Street Great Bookham in the County of Surrey (hereinafter called "Oaklawn") of the third part and the Palmers and Oaklawn shall (save where the context admits otherwise) be referred to as "the Owner"

W H E R E A S:

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the area within which the property the subject of this Agreement is situated
- (2) The Palmers own the legal estate in respect of the fee simple absolute in possession free from incumbrances of the land specified in the First Schedule hereto (hereinafter referred to as "the land") subject to a binding contract to sell the same to Oaklawn
- (3) An application (Reference No. AW/94/87) dated 1st April 1987 has been made to the Council for permission to develop the land and the Council is satisfied that the development disclosed by the said application is such as may be approved under the said Act subject to the covenants hereinafter contained

NOW THIS AGREEMENT 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 powers the parties hereto enabling WITNESSETH as follows:-

1. THE Council hereby approve the said development (Reference No. AW/94/87) subject to the conditions set out in the Notice of Approval of even date

2. THE Palmers covenant with the Council subject to the provisions of Clause 4 hereof that so long as they shall remain seised of the said estate that they will observe the covenants contained in the Second Schedule hereto and that in case the said sale is not completed they will not sell the land without requiring the purchaser to enter into a separate covenant with the Council in the form of that hereinafter contained on the part of Oaklawn and subject to the said declarations contained in Clause 4 hereof

3. OAKLAWN for itself and its successors in title hereby covenants with the Council that as and from completion of the said sale and with intent to bind the land and every part thereof into whose-soever hands the same may come and to the intent that this covenant may be enforced by the Council against persons deriving title under Oaklawn pursuant to Section 52 of the Town and Country Planning Act 1971 as if the Council were possessed of adjacent land and this covenant had been expressed to be made for the benefit of such land to observe and perform the covenants set out in the Second Schedule hereto _____

4. (1) Notwithstanding anything hereinbefore contained the foregoing covenants shall not prohibit or restrict or require anything to be done before the date on which the development specified in the planning permission shall be taken to be begun within the meaning of Section 41 or 42 and Section 43 of the 1971 Act _____

(2) If the planning permission shall expire before the development has been begun as aforesaid or is revoked or otherwise withdrawn or without the consent of the Palmers and Oaklawn his successors in title modified by any statutory procedure this Agreement shall thereupon cease to have effect _____

IN WITNESS whereof the Council and Oaklawn have set their respective Common Seals and the Palmers have hereunto set their hands and seals the day and year first hereinbefore written _____

FIRST SCHEDULE

Land situate and known as Red Ridges 1 Selsey Avenue Bognor Regis in the County of West Sussex as the same is edged red on the plan attached to the said planning permission (Ref. AW/94/87) _____

SECOND SCHEDULE

Not to allow the land or any part thereof to be occupied by persons of less than State Pensionable age PROVIDED THAT it shall not be deemed to be a breach of this covenant either in the case of occupation of any of the units comprised in the property by:-

(a) a husband or wife where one of them is below State Pensionable age _____

(b) a spouse below State Pensionable age following the death of his or her spouse _____

AND not to use the land for any other purpose than is permitted by the Approval and in particular for any purpose which would give rise to any future change of use and require the provision of a greater number of car parking spaces in accordance with the Council's

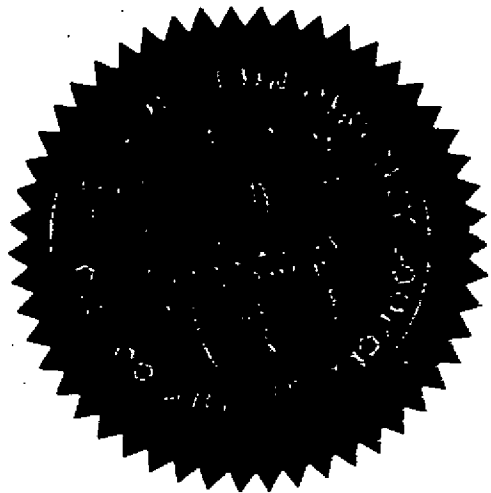
adopted car parking standards than is required in connection with
the development as hereby approved _____

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

Douglas Hamilton

Authorised Signatory

Seal Book No. 894/87



SIGNED SEALED and DELIVERED)
by the said ANN PALMER in the)
presence of:-)

NIGEL PATRICK DUNMORE
35 GILKARD GARDEN
KENTON
MAYBOW HA3 9QR
ARTICLED CLERK

Ann Palmer
By her Attorney

SIGNED SEALED and DELIVERED)
by the said RICHARD MICHAEL)
PALMER in the presence of:-)

NAME MRS. A. STEVENTON
Address 8, STRAND WAY
FELPHAM
BOUNCE REVIS

SIGNED SEALED and DELIVERED)
by the said ETHELWYNNE MERLE)
PALMER in the presence of:-)

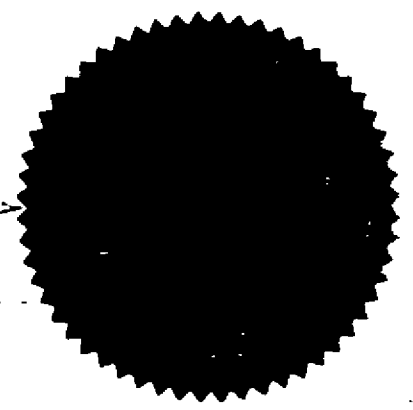
NAME MRS. A. STEVENTON
Address 8, STRAND WAY
FELPHAM
BOUNCE REVIS
RECEPTIONIST

THE COMMON SEAL of OAKLAWN)
TRADING ESTATES LIMITED was)
hereunto affixed in the)
presence of:-)

Secretary

Director

[Signature]
[Signature]



MEMORANDUM

dated the 24 day of April 1988

1. Oaklawn Homes Limited is now the Freeholder and successor in title to Oaklawn Trading Estates Limited.
2. The within written agreement shall apply in all respects upon the implementation of planning permission AW 267/13.

IN WITNESS whereof the Council and Oaklawn Homes Limited have their Common Seal to be affixed the day and year first before written

THE COMMON SEAL OF OAKLAWN HOMES
LIMITED was hereunto affixed in
the presence of:

Director

Secretary

THE COMMON SEAL OF ARUN DISTRICT
COUNCIL was hereunto affixed in
the presence of:

Authorised Signatory

1456

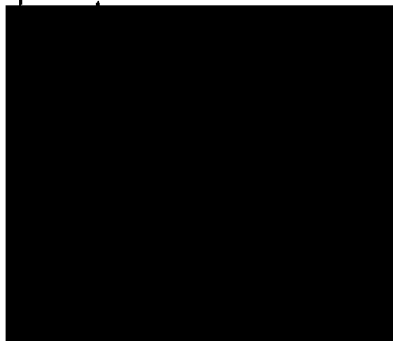
MEMORANDUM dated the *second* day of *February* 19*80*

The within written Agreement shall not apply to flat numbers 14, 15 and 16 following the implementation of planning permission reference number AW/190/89

IN WITNESS whereof the Council and Oaklawn Homes Limited have caused their respective Common Seals to be affixed the day and year first before written.

THE COMMON SEAL of
OAKLAWN HOMES LIMITED
was herewith affixed
in the present of:

)
)
)
)



Director

Secretary

THE COMMON SEAL of
ARUN DISTRICT COUNCIL
was hereunto affixed
in the presence of:

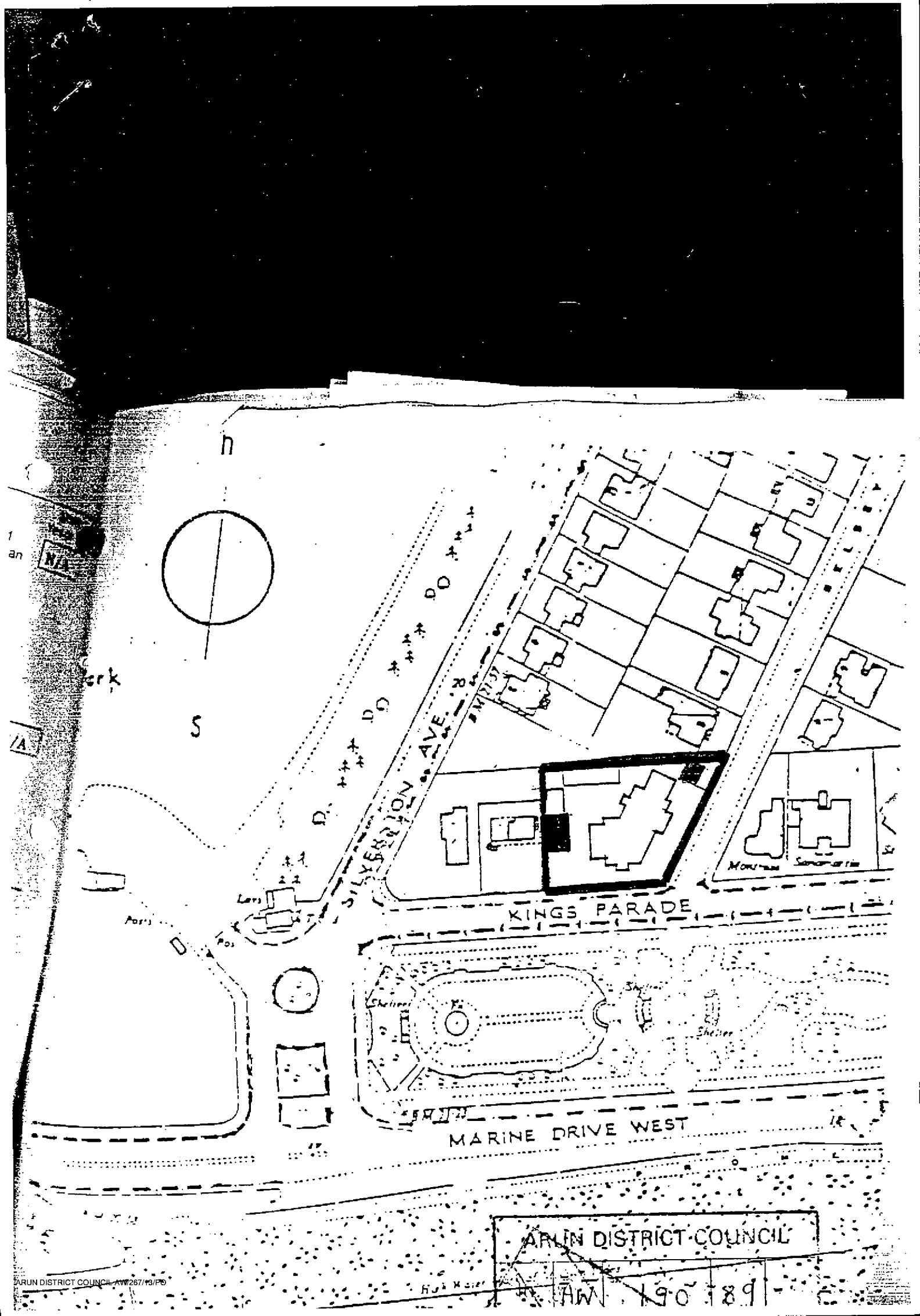
)
)
)
)



Authorised Signatory

Seal No. 60/90





DATED 21st February 1992

ARUN DISTRICT COUNCIL

and

BOUNDWORTH LIMITED

and

CRESCENTWORTH LIMITED

DEED OF VARIATION

Thomas Eggar Verrall Bowles
5 East Pallant
Chichester
West Sussex
PO19 1TS

S.52 Agreement ordinary Standard.

SUPPLEMENT

D6; LEGAL/P-F
S-52/PF/DGH

THIS AGREEMENT is made the 28th day of April
One thousand nine hundred and eighty-eight BETWEEN ARUN DISTRICT
COUNCIL of The Arun Civic Centre Maltravers Road Littlehampton in
the County of West Sussex BN17 5LF (hereinafter called "the
Council") of the one part and Oaklawn Homes Ltd.

(hereinafter called "the Owner") of the other part

W H E R E A S:

(1) The District Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the area within which the property the subject of this agreement is situated

(2) The Owner is the owner in fee simple absolute in possession free from incumbrances of the land ^{and property} specified in the First Schedule hereto (hereinafter referred to as "the ^{property} ~~land~~")

(3) An application (Reference No. AW/325/87) dated 198 has been made to the Council for permission to develop the Property and the Council is satisfied that the development disclosed by the said application is such as may be approved under the said Act subject to the covenants hereinafter contained

NOW THIS AGREEMENT 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 powers the parties hereto enabling WITNESSETH as follows:-

1. THE Council hereby approve the said development (Reference No.) subject to the conditions set out in the Notice of Approval of even date

2. THE Owner for himself and his successors in title hereby covenants with the Council with intent to bind the land and every part thereof into whosoever hands the same may come and to the intent that this covenant may be enforced by the Council against persons deriving title under the Owner pursuant to Section 52 of the Town and Country Planning Act 1971 as if the Council were possessed of adjacent land and this covenant had been expressed to be made for the benefit of such land to observe and perform the covenants set out in the Second Schedule hereto

3. THE Owner for himself and his successors in title hereby covenants with the Council that in relation to the land he will carry out the following works and do the other things on or in relation to the land specified in the Third Schedule hereto within the time limits therein specified and it is hereby agreed that

Red Ledges
Selby Ave
1/12

Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to this covenant to the intent that this covenant shall be enforceable without any limit of time against any person deriving title from the Owner as specified in such Section

4. (1) Notwithstanding anything hereinbefore contained the foregoing covenants shall not prohibit or restrict or require anything to be done before the date on which the development specified in the planning permission shall be taken to be begun within the meaning of Section 41 or 42 and Section 43 of the 1971 Act

(2) If the planning permission shall expire before the development has been begun as aforesaid or is revoked or otherwise withdrawn or without the consent of the Owner or his successors in title modified by any statutory procedure this Agreement shall thereupon cease to have effect

IN WITNESS whereof the Council has set its Common Seal and the Owner has set his hand and seal the day and year first hereinbefore written

FIRST SCHEDULE

SECOND SCHEDULE

THIRD SCHEDULE

(THE COMMON SEAL of the ARUN
(DISTRICT COUNCIL was here-
(unto affixed in the
(presence of:-

Authorised Signatory

Seal Book No.

(SIGNED SEALED and DELIVERED
(by the said
(
(in the presence of:-

PLEASE SIGN AND DATE

THIS AGREEMENT is made the

13th

day of October

One thousand nine hundred and eighty-seven BETWEEN ARUN DISTRICT COUNCIL of The Arun Civic Centre Maltravers Road Littlehampton in the County of West Sussex BN17 5LF (hereinafter called "the Council") of the one part and ANN PALMER RICHARD MICHAEL PALMER and ETHELWYNNE MERLE PALMER all of Red Ridges 1 Selsey Avenue Bognor Regis West Sussex (hereinafter called "the Palmers") of the second part and OAKLAWN TRADING ESTATES LIMITED whose registered office is situate at 19 High Street Great Bookham in the County of Surrey (hereinafter called "Oaklawn") of the third part and the Palmers and Oaklawn shall (save where the context admits otherwise) be referred to as "the Owner" _____

W H E R E A S:

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the area within which the property the subject of this Agreement is situated _____
- (2) The Palmers own the legal estate in respect of the fee simple absolute in possession free from incumbrances of the land specified in the First Schedule hereto (hereinafter referred to as "the land") subject to a binding contract to sell the same to Oaklawn —
- (3) An application (Reference No. AW/94/87) dated 1st April 1987 has been made to the Council for permission to develop the land and the Council is satisfied that the development disclosed by the said application is such as may be approved under the said Act subject to the covenants hereinafter contained _____

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2. THE Palmers covenant with the Council subject to the provisions of Clause 4 hereof that so long as they shall remain seised of the said estate that they will observe the covenants contained in the Second Schedule hereto and that in case the said sale is not completed they will not sell the land without requiring the purchaser to enter into a separate covenant with the Council in the form of that hereinafter contained on the part of Oaklawn and subject to the said declarations contained in Clause 4 hereof _____

adopted car parking standards than is required in connection with
the development as hereby approved _____

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



Authorised Signatory

Seal Book No. 895/87

SIGNED SEALED and DELIVERED)
by the said ANN PALMER in the)
presence of:-)

NIGEL PATRICK DUNMORE
35 ORCHARD GROVE
KENTON
HARROW HA7 9QR
ARTICLED CLERK

SIGNED SEALED and DELIVERED)
by the said RICHARD MICHAEL)
PALMER in the presence of:-)

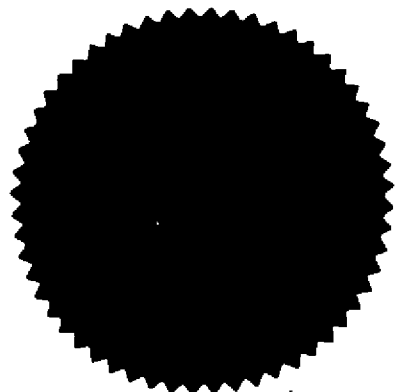
Witness { Name MRS. A. STEVENTON
Address 8, STRAND WAY
FELPHAM
BOGNOR
Occupation RECEPTIONIST

SIGNED SEALED and DELIVERED)
by the said ETHELWYNNE MERLE)
PALMER in the presence of:-)

Witness { Name MRS. A. STEVENTON
Address 8, STRAND WAY
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Occupation RECEPTIONIST

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TRADING ESTATES LIMITED was)
hereunto affixed in the (A))
presence of:-)

Secretary
Director



3. OAKLAWN for itself and its successors in title hereby covenants with the Council that as and from completion of the said sale and with intent to bind the land and every part thereof into whosesoever hands the same may come and to the intent that this covenant may be enforced by the Council against persons deriving title under Oaklawn pursuant to Section 52 of the Town and Country Planning Act 1971 as if the Council were possessed of adjacent land and this covenant had been expressed to be made for the benefit of such land to observe and perform the covenants set out in the Second Schedule hereto _____

4. (1) Notwithstanding anything hereinbefore contained the foregoing covenants shall not prohibit or restrict or require anything to be done before the date on which the development specified in the planning permission shall be taken to be begun within the meaning of Section 41 or 42 and Section 43 of the 1971 Act _____

(2) If the planning permission shall expire before the development has been begun as aforesaid or is revoked or otherwise withdrawn or without the consent of the Palmers and Oaklawn his successors in title modified by any statutory procedure this Agreement shall thereupon cease to have effect _____

IN WITNESS whereof the Council and Oaklawn have set their respective Common Seals and the Palmers have hereunto set their hands and seals the day and year first hereinbefore written _____

FIRST SCHEDULE

Land situate and known as Red Ridges 1 Selsey Avenue Bognor Regis in the County of West Sussex as the same is edged red on the plan attached to the said planning permission (Ref. AW/94/87) _____

SECOND SCHEDULE

Not to allow the land or any part thereof to be occupied by persons of less than State Pensionable age PROVIDED THAT it shall not be deemed to be a breach of this covenant either in the case of occupation of any of the units comprised in the property by:-

(a) a husband or wife where one of them is below State Pensionable age _____

(b) a spouse below State Pensionable age following the death of his or her spouse _____

AND not to use the land for any other purpose than is permitted by the Approval and in particular for any purpose which would give rise to any future change of use and require the provision of a greater number of car parking spaces in accordance with the Council's

MEMORANDUM

dated the 21st day of April 1988

1. Oaklawn Homes Limited is now the Freeholder and successor in Title to Oaklawn Trading Estates Limited.
2. The within written agreement shall apply in all respects upon the implementation of Planning Permission AW/325/87.

IN WITNESS whereof the Council and Oaklawn Homes Limited have caused their Common Seals to be affixed the day and year first before written

THE COMMON SEAL of OAKLAWN HOMES)
LIMITED was hereunto affixed in)
the presence of:

Director

Secretary



THE COMMON SEAL OF ARUN DISTRICT)
COUNCIL was hereunto affixed in)
the presence of:

Authorised Signatory

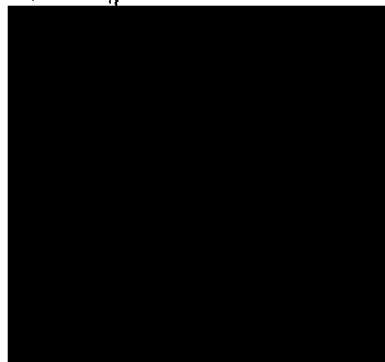
MEMORANDUM dated the *second* day of *February* 19*90*

The within written Agreement shall not apply to flat numbers 14, 15 and 16 following the implementation of planning permission reference number AW/190/89

IN WITNESS whereof the Council and Oaklawn Homes Limited have caused their respective Common Seals to be affixed the day and year first before written.

THE COMMON SEAL of
OAKLAWN HOMES LIMITED
was herewith affixed
in the present of:

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)



Director

Secretary

THE COMMON SEAL of
ARUN DISTRICT COUNCIL
was hereunto affixed
in the presence of:

)
)
)
)



Authorised Signatory

Seal No. 60/90



THIS AGREEMENT is made the

13th

day of October

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(a) a husband or wife where one of them is below State Pensionable age _____

(b) a spouse below State Pensionable age following the death of his or her spouse _____

AND not to use the land for any other purpose than is permitted by the Approval and in particular for any purpose which would give rise to any future change of use and require the provision of a greater number of car parking spaces in accordance with the Council's

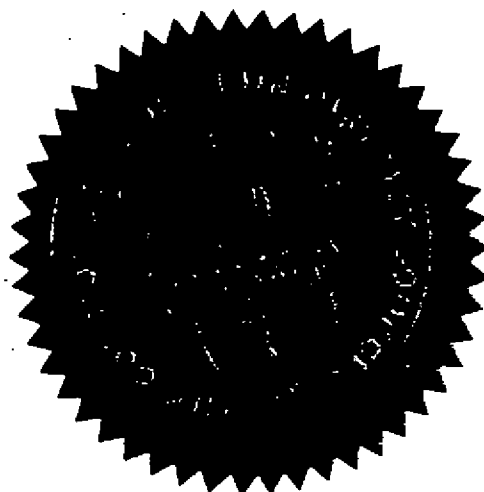
adopted car parking standards than is required in connection with
the development as hereby approved _____

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

Douglas Hamilton

Authorised Signatory

Seal Book No. 894/87



SIGNED SEALED and DELIVERED)
by the said ANN PALMER in the)
presence of:-)

NIGEL PATRICK DUNNAGE
35 OAKLAND GROVE
KENTON
WINDSOR HA3 9QR
ARTICLED CLERK

SIGNED SEALED and DELIVERED)
by the said RICHARD MICHAEL)
PALMER in the presence of:-)

Name MRS. A. STEVENTON
Address 2, STRAND WAY
FELPHAM
BOUNCE REVIS

Occupation RECEPTIONIST

SIGNED SEALED and DELIVERED)
by the said ETHELWYNNE MERLE)
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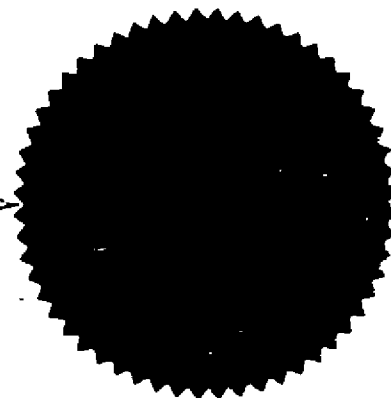
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Occupation RECEPTIONIST

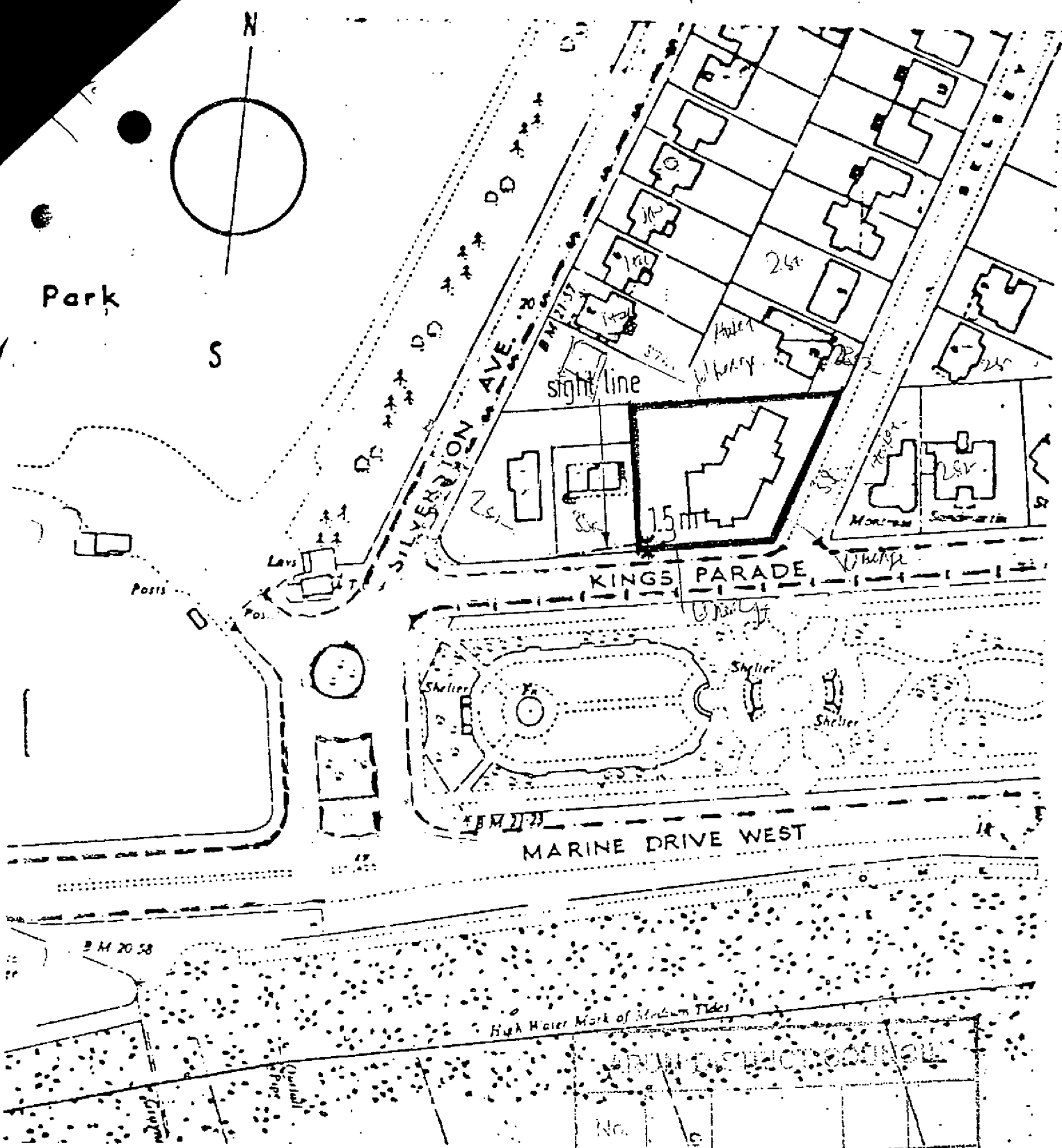
THE COMMON SEAL of OAKLAWN)
TRADING ESTATES LIMITED was)
hereunto affixed in the)
presence of:-)

Secretary

Director



© 1974-1977, Arun



John Fortune

Chartered Architect and Town Planner

53,55 North Street, Horsham, Sx., RH12 1RN. Tel. Horsham (0403) 66756

SITE PLAN indicating visibility sight line required
Red Ridges Site

9-84 1.1250 80071-17

S.52 Agreement ordinary Standard.

~~SUPPLEMENT~~

6; LEGAL/P-F
S-52/PF/DGH

THIS AGREEMENT is made the 28th day of April
One thousand nine hundred and eighty-eight BETWEEN ARUN DISTRICT
COUNCIL of The Arun Civic Centre Maltravers Road Littlehampton in
the County of West Sussex BN17 5LF (hereinafter called "the
Council") of the one part and *William Thomas King*

(hereinafter called "the Owner") of the other part

W H E R E A S:

(1) The District Council is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the area within which the property the subject of this agreement is situated

(2) The Owner is the owner in fee simple absolute in possession free from incumbrances of the land ^{and property} specified in the First Schedule hereto (hereinafter referred to as "the ^{property} ~~land~~")

(3) An application (Reference No. *AW/325/87*) dated 198 has been made to the Council for permission to develop the Property and the Council is satisfied that the development disclosed by the said application is such as may be approved under the said Act subject to the covenants hereinafter contained

NOW THIS AGREEMENT 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 powers the parties hereto enabling WITNESSETH as follows:-

1. THE Council hereby approve the said development (Reference No.) subject to the conditions set out in the Notice of Approval of even date

2. THE Owner for himself and his successors in title hereby covenants with the Council with intent to bind the land and every part thereof into whosoever hands the same may come and to the intent that this covenant may be enforced by the Council against persons deriving title under the Owner pursuant to Section 52 of the Town and Country Planning Act 1971 as if the Council were possessed of adjacent land and this covenant had been expressed to be made for the benefit of such land to observe and perform the covenants set out in the Second Schedule hereto

3. THE Owner for himself and his successors in title hereby covenants with the Council that in relation to the land he will carry out the following works and do the other things on or in relation to the land specified in the Third Schedule hereto within the time limits therein specified and it is hereby agreed that

*Red Ledges
Selby Ave
12/2*

Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 applies to this covenant to the intent that this covenant shall be enforceable without any limit of time against any person deriving title from the Owner as specified in such Section

4. (1) Notwithstanding anything hereinbefore contained the foregoing covenants shall not prohibit or restrict or require anything to be done before the date on which the development specified in the planning permission shall be taken to be begun within the meaning of Section 41 or 42 and Section 43 of the 1971 Act

(2) If the planning permission shall expire before the development has been begun as aforesaid or is revoked or otherwise withdrawn or without the consent of the Owner or his successors in title modified by any statutory procedure this Agreement shall thereupon cease to have effect

IN WITNESS whereof the Council has set its Common Seal and the Owner has set his hand and seal the day and year first hereinbefore written

FIRST SCHEDULE

SECOND SCHEDULE

THIRD SCHEDULE

(THE COMMON SEAL of the ARUN
(DISTRICT COUNCIL was here-
(unto affixed in the
(presence of:-

Authorised Signatory

Seal Book No.

(SIGNED SEALED and DELIVERED
(by the said
(
(in the presence of:-

MEMORANDUM dated the *second* day of *February* 19*80*

The within written Agreement shall not apply to flat numbers 14, 15 and 16 following the implementation of planning permission reference number AW/190/89

IN WITNESS whereof the Council and Oaklawn Homes Limited have caused their respective Common Seals to be affixed the day and year first before written.

THE COMMON SEAL of)
OAKLAWN HOMES LIMITED)
was herewith affixed)
in the present of:)

Director

Secretary

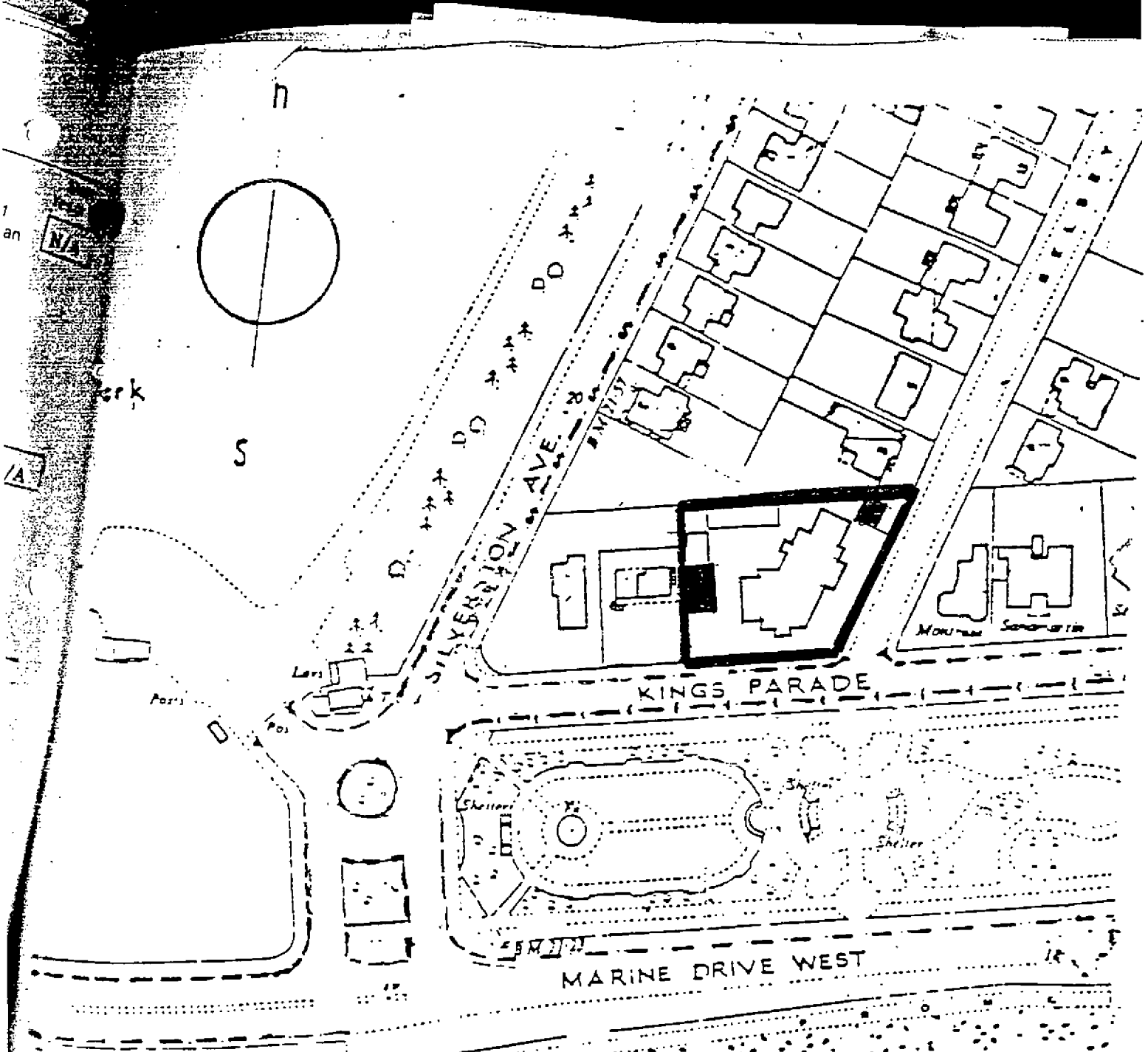
THE COMMON SEAL of)
ARUN DISTRICT COUNCIL)
was hereunto affixed)
in the presence of:)



Authorised Signatory

Seal No. 60190







Aldwick Parish Council
Ms S Batey
Aldwick Parish Offices
88 Pryors lane
Aldwick
PO21 4JF

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Planning & Building Control General Enquiries
Tel: (01903) 737756 Fax: (01903) 730442
Dx: 57406 Littlehampton
Minicom: 01903 732765
e-mail: planning@arun.gov.uk
website: www.arun.gov.uk/planning

Your Ref: OWQC1501
Our Ref: AW/267/13/PO
Please ask for:
Simon Davis

27th November 2013

Dear Sir/Madam

The Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992 (As Amended)

Discharge of planning obligation imposed under AW/94/87 to remove all age restrictions on all of the flats at Red Ridges.

Red Ridges Kings Parade Aldwick

Thank you for your internet comments made on 27th November 2013 which has been recorded as '**no objection**' with the comments as follows:

Members have no objection to the application.

Your views will be considered before the application is determined and I shall write to inform you of any decision made.

Please be aware that if the application is to be determined by the Council's Development Control committee and your letter has been received at a late stage after the Agenda has been published you will not receive a separate letter notifying you of the date of the meeting and procedures for public speaking. In such circumstances it is recommended that you track the progress of the application on the Council's website or telephone the Council for further information. Please be advised that any comments you make that are not included within the Committee Agenda will be reported to the Members of the Development Control committee. Please also be aware that only a small number of all planning applications received go the Development Control Committee. Most are determined under delegated powers by Officers in which case your comments will again be considered before the application is determined.

Please be aware that Planning Services operate an 'open file' policy and will publish details of your comments on the internet on the Arun District Council Planning section. Please ensure that you only provide information that you are happy will be made available in this way. If you supply information belonging to a third party, please ensure you have their permission to do so. If you do not wish your comments to appear on the 'open file' please confirm this in writing and I will arrange for it to be destroyed although this means that its contents will then be disregarded.

In the event of a subsequent written representations appeal, against a refusal of planning permission on a householder application, any representations made on the application will be automatically forwarded to the Secretary of State. Unlike all other types of appeal, there will be no further opportunity to comment at the appeal stage.

Yours faithfully

Certificate A

I certify that on the day 21 days before the date of the accompanying application the planning obligation to which the application relates was enforceable against nobody other than the applicant.

Signed

[on behalf of]

Date

RED RIDGES LTD

14 OCTOBER 2013

Certificate B

I certify that [I have] [the applicant has] given notice to everyone else against whom, on the day 21 days before the date of the accompanying application, the planning obligation to which the application relates was enforceable, as listed below.

Person on whom
notice was served

Address at which
notice was served

Date on which
notice was served

Signed

[on behalf of]

Date

Cross out any words in square brackets which do not apply