

FROM:

Delwyn Jones
Planning Solicitor
Ext: 37737
Ref: A/117/11PO
Dated :9 December 2011

TO: Deeds Store Clerk

For circulation to :-
Hazel Aldington
Service Delivery and Monitoring Officer

FOR CIRCULATION TO :-

Planning Case Officer
Local Land Charges Officer
Planning Admin
Accountancy

SITE NAME: Landsdowne Nursery Angmering

PARTY NAME: B Boxall

PLANNING OBLIGATION COMPLETION

The above is now completed.

DEEDS STORE CLERK:

The original planning obligation is attached.

Please place the original planning Obligation attached in the Deeds Store.

Before you do so please make one copy and attach to this memo and forward it to the Service Delivery and Monitoring Officer . The SD&MO will then copy the deed scan into the Ocella records and circulate it to the other addressees of this memo.

SERVICE DELIVERY & MONITORING OFFICER

Please on receipt of this memo and enclosure scan it and make hard copies of it and then circulate to all the above addressees and update Ocella.

PLANNING OFFICER:

Please issue planning permission. A copy of the planning obligation is on the file.

LOCAL LAND CHARGES OFFICER:

Please register this planning obligation as a Local Land Charge. A copy of it is attached.

ALL OF YOU

A summary of the provisions of the obligation is:

Obligation	Time Limit
ADC	
To discharge a planning agreement made under S52 TCPA 1971 to enforce agricultural occupancy which is no longer needed	On start

PLANNING ADMIN:

A copy is enclosed for your files. Please enter this on the Planning Register as a PE format.

The legal fees received for the preparation of this agreement were £400

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Delwyn Jones
Planning Solicitor

23 March 2010

FROM:
Delwyn Jones
Planning Solicitor
Resources Department
Tel Ext **37737**

TO:
A Gardner
Planning

PLANNING OBLIGATION REF A/114/04 DATED 13 FEBRUARY 2006 CLAUSE 5
PUBLIC OPEN SPACE

I refer to e mails about this

I have now located the deed .Do you confirm this is the correct deed ?

If so please refer to clause 5 .1 " to provide and lay out an area of open space in accordance with a specification approved by ADC such specification to include details of layout dimensions and play area equipment as a minimum"

The words quoted above to my mind suggest that the play area and other details of an open space are negotiable and to be agreed by ADC .I refer in particular to the words underlined

As such you are free to "agree" within the terms of the deed quoted above not to have a play area .There is no reference in the deed to any play area sums so these will have [if possible] to be agreed anew with the developer .You will need to decide if this is possible/worth it

The powers to act as above is delegated to ADP&HS under pages 115 paras 1/6/10 of the Constitution

23/03/2010

