

Planning Application Reference:	A/117/11/PO
Document Type:	Deed of Discharge
Date of Agreement:	9th December 2011

NB: Above text in bold to be included in free text field.

Check thoroughly for **telephone numbers/email addresses & signatures** and block.
Check **maps** for signatures and block.

Please return original to s106 Monitoring Officer

DATED

9 December

2011

ARUN DISTRICT COUNCIL

- and -

B N BOXALL

- and -

ALDERMORE BANK PLC

DEED OF DISCHARGE

under Section 52 Town and Country Planning Act 1971 and Section 106B of the Town & Country Planning Act 1990 relating to Land at Landsdowne Nursery Landsdowne Way Angmering in the County of West Sussex

Delwyn Jones LLB
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF
[☎ 01903 737737]

Ref: A/117/11PO

9th November

THIS DEED OF DISCHARGE is made the _____ day of _____ 2011

BETWEEN:

- (1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF and
- (2) "the Owner" Barry Nicholas Boxall of Landsdowne Nursery Landsdowne Way Angmering West Sussex
- (3) "the Mortgagee " Aldermore Bank Plc of 1st Floor Block B Western House Peterborough Business Park Lynch Wood Peterborough PE2 6FZ

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means Landsdowne Nursery Mayflower Way Angmering West Sussex as described in the Original Agreement
- 1.2. "the Original Agreement" means an Agreement made under to Section 52 Town & Country Planning Act 1971 on 7 June 1983 between the Council (1) and the Owner (2)

2. Recitals

- 2.1 This Deed is supplemental to the Original Agreement
- 2.2 The Council and the Owner agree that the Original Agreement is no longer needed and agree to join in this Deed to give effect to such agreement
- 2.2 The Mortgagee is the registered proprietor of a charge dated 19 November 2010 referred to in entry number 5 of the charges register of Title Number WSX327747 and has agreed to join in this Deed to give effect to the agreement referred to at clause 2.2

3. Operative powers

The Council enters into this Deed under its powers contained in S52 Town and Country Planning Act 1971 and S106B Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 and all other powers enabling

4. Release

4.1 The Council **DISCHARGES RELEASES AND SURRENDERS** the Property to the Owner freed and discharged from the Original Agreement and all claims and demands under it

4.2 The Mortgagee joins herein to confirm its agreement with the contents of this Deed

4. Costs

The Owner shall pay the Council's reasonable legal costs on completion of this Agreement in the sum of four hundred pounds (£400).

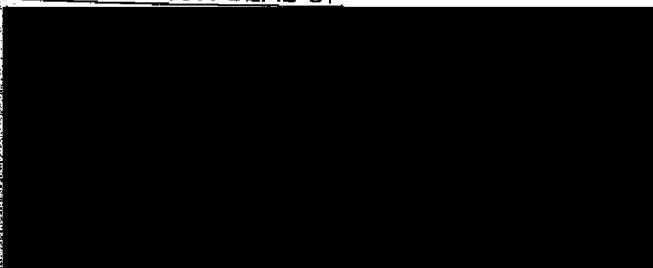
5. Local Land Charge

5.1 The Original Agreement is a local land charge and this Deed shall be entered in the relevant register so as to record its discharge.

5.2 Following completion of this Deed the Council shall immediately effect the cancellation of all entries made in the Register of Local Land Charges in respect of the Original Agreement.

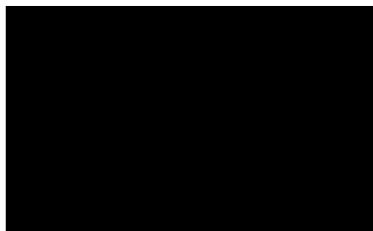
IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owner and the Mortgagee have hereunto set their hands as a Deed the day and year first before written.

THE COMMON SEAL OF



AUTHORISED SIGNATORY:
SEAL BOOK NO 294/2011

SIGNED by the said Barry Nicholas Boxall
as a Deed in the presence of:



Name of Witness:

C:\WP\Portb\GATWICK\WHITEA\1412560_2.DOCGA: 1412560_2

SIGNED by the said Aldermore Bank Plc
as a Deed in the presence of:

Occupation of Witness:

Address of Witness:

Signature of Witness:

26 Monks Ave
West Midsbury, Surrey
KT8 2HT
SCHOOL MASTER