

DATE 8 October 2019

ARUN DISTRICT COUNCIL (1)

AND

DEPENDABLE HOMES LIMITED (2)

AND

THE PERSONAL REPRESENTATIVES OF (3)
THE LATE

DAVID JOHN ASHFORTH

AGREEMENT UNDER SECTION 106A OF
THE TOWN AND COUNTRY PLANNING
ACT 1990 TO DISCHARGE THE SECTION
52 AGREEMENT IN RESPECT OF FLAT
1-7 CLARENCE GATE, CLARENCE ROAD,
BOGNOR REGIS, PO21 1RH

PLANNING APPLICATION BR/130/18/PO

ARUN DISTRICT COUNCIL
ARUN CIVIC CENTRE
MALTRAVERS ROAD
LITTLEHAMPTON
WEST SUSSEX
BN17 5LF

DATED THIS 8 DAY OF October 2019

PARTIES

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex. BN17 5LF ("the Council")
- (2) **DEPENDABLE HOMES LIMITED** incorporated and registered in England and Wales with company number 00471293 whose registered offices is at 172 Greenford Road Harrow Middlesex HA1 3QZ ("the Applicant")
- (3) **DAVID JOHN ASHFORTH** of Flat 11 Clarence Gate Clarence Road PO21 1RH ("the Owner")

BACKGROUND

- (A) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area in which the Property is situated.
- (B) On 18th September 1987 the Council and Nicholas (Developments) Limited entered into the Original Agreement. Nicholas (Developments) Limited no longer has any interest in the land.
- (C) The Applicant is the freehold owner of the Land free from encumbrances.
- (D) The Owner is one of seven leasehold owners. The Owner is the leasehold owner of Flat 11 Clarence Gate Clarence Road PO21 1RH situated on the Land.

as referred to as Flat 6 in the Original Agreement



- (E) The parties have agreed to discharge the Original Agreement as set out in this deed.
- (F) This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Original Agreement.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions

Original Agreement: means the agreement made under Section 52 of the Town and Country Planning Act 1971 dated 18th September 1987 between the Council and the Owner in relation to Planning Application BR/75/87

"The Act" means the Town and Country Planning Act 1990

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed
- 1.3 Clause headings shall not affect the interpretation of this deed.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision

2 STATUTORY PROVISION

This deed is made pursuant to the provisions of sections 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

3 VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 The Original Agreement shall cease to have effect in relation to Flat 11 Clarence Gate Clarence Road PO21 1RH from the date of this Agreement.



as referred to as Flat 6 in the Original Agreement

4 LOCAL LAND CHARGE

- 4.1 The Deed shall be registered as a Local Land Charge
- 4.2 The Original Agreement will cease to be a Local Land Charge and shall be removed from the Local Land Charges Register once all seven leaseholders have entered into a deed of discharge as per Section 106A of the Town and Country Planning Act 1990.
- 4.3 On receipt of the final deed for the seventh leaseholder, all seven deeds will cease to be a Local Land Charges and shall be removed from the Local Land Charges Register.

5 COUNCIL COSTS

The Applicant has paid £500 in respect of the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of the seven deeds.

6 THIRD PARTY RIGHTS

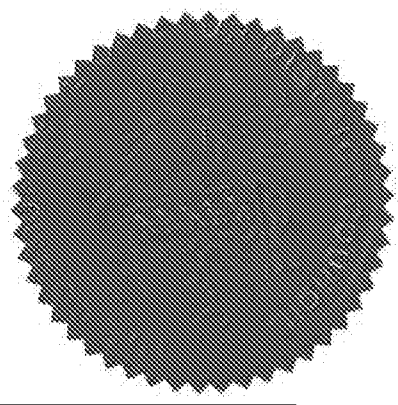
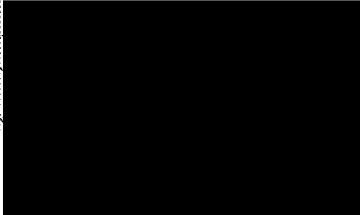
A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

7 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date

stated at the beginning of it.

EXECUTED as a DEED by affixing THE COMMON SEAL of ARUN DISTRICT COUNCIL) 255/2019 Seal Book Number: 242/2019 Authorised Signatory: [REDACTED] APRIL HOSKIN, COUNCILLOR	
EXECUTED as a DEPENDABLE HOMES LIMITED Acting by an authorised signatory in the presence of [REDACTED] Witness sign [REDACTED] Witness name: Adrian Davony Witness address: 118 CLAYTON BRIDGE ROAD LONDON W7 1EP Witness occupation: BOOKKEEPER	
Signed as a DEED by LISA LOUISE PAYNE PERSONAL REPRESENTATIVE FOR DAVID JOHN ASHFORTH in the presence of: [REDACTED] Witness sign [REDACTED] Witness name: Catherine Nicola Couzens Witness address: 34B Gosden Rd Littlehampton BN17 6DY Witness occupation: Receptionist	Signature of [REDACTED] LISA LOUISE PAYNE 