

Planning Application Reference:	BR/199/10/PO
Document Type:	Deed of Discharge
Date of Agreement:	29th March 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

J. Parsons
DATED

29 March

2011

ARUN DISTRICT COUNCIL

- and -

C D ABRAMS LTD

- and -

Roy William ASHWORTH

DEED OF DISCHARGE

Under Section 52 Town and Country Planning Act 1971 and Section 106A of the Town & Country Planning Act 1990 relating to Land at Flat No 6 Simon Court Nos 8/12 Crescent Road Bognor Regis in the County of West Sussex and a Planning Agreement made 1 November 1983 between CD Abrams Limited (1) and Arun District Council (1) ref BR/349/82

Delwyn Jones LLB
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF

Ref: BR/299/10BR

THIS DEED OF DISCHARGE is made the 29 day of March 2011

BETWEEN:

- | | | |
|-----|---------------|--|
| (1) | "the Council" | Arun District Council of the Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN17 5LF and |
| (2) | "the Owner" | C.D Abrams Limited of 8 Crescent Road, Bognor Regis, West
Sussex |
| (3) | "The Lessee" | Roy William Ashworth of 19 Compass Point The Esplanade
Bognor Regis west Sussex PO 21 1NX |

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means Flat No 6 Simon Court 8/12 Crescent Road Bognor Regis
West Sussex PO21 1QQ
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section 52 Town &
Country Planning Act 1971 on 1 November 1983 between the CD Abrams Limited
(1) the Council (2) which aims to restrict the property to occupation by the elderly
[copy annexed for clarity]

2. Recitals

- 2.1 This Deed is supplemental to the Original Agreement
- 2.2 The Owner is the Owner specified in the Original Agreement and the Lessee is
Lessee of the above named Flat No 6 at Simon Court
- 2.3 The Council and the Owners agree that the Original Agreement no longer serves a
useful purpose and agree to join in this Deed to give effect to such agreement

3. Operative powers

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

4. Variation

- 4.1 The Council and the Owner AGREE that the Original Agreement shall be discharged
released and surrendered from the date of this Deed in so far only as
the Property is concerned.

H:\BATHURST BROWN DOWNIE & AIREY\BDDA - CLIENTS\WASHWORTH - R W\10.12.02 - sale of 6 Simon Court\Deed of
Variation 2011.02.02.doc

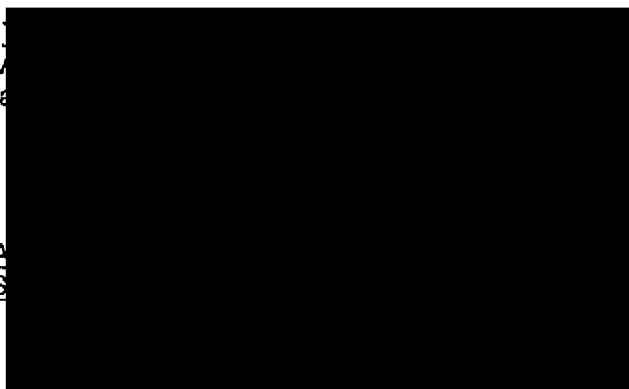
4. Costs

The Lessee shall pay the Council's reasonable legal costs on completion of this Agreement.

5. Local Land Charge

The Original Agreement is a local land charge and is entered in the relevant register. Upon completion of this Deed of Discharge that entry shall be removed from the register.

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



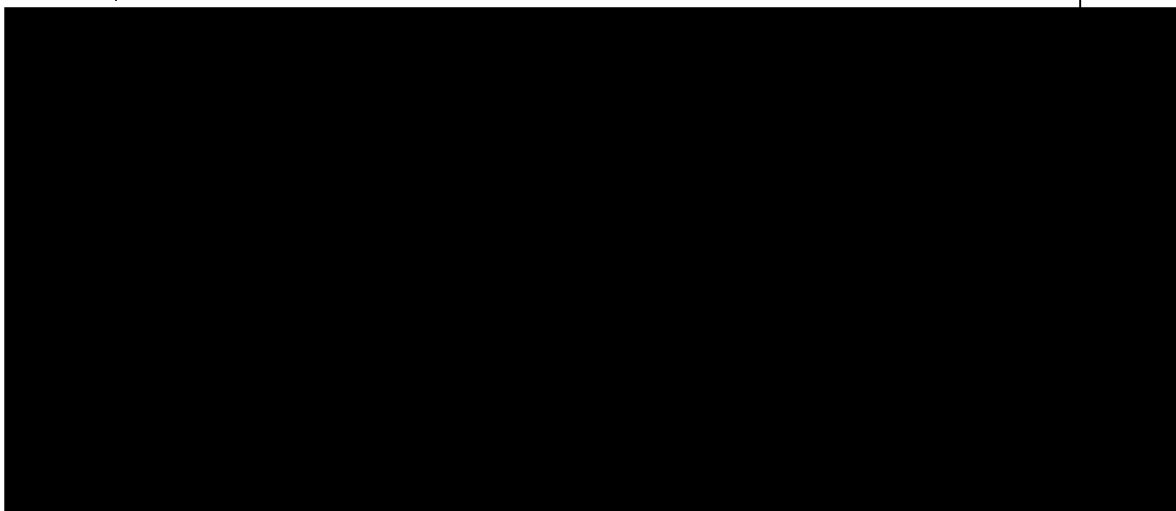
5/4/2011

SIGNED as a Deed by C.D Abrams Limited
Acting by:

Director

Director/Secretary

SIGNED as a Deed by the said Roy William
Ashworth in the presence of:



H:\BATHURST BROWN DOWNIE & AIREY\BBDA - CLIENTS\AVASHWORTH - R W\10.12.02 - sale of 6 Simon Court\Deed of Variation 2011.02.02.doc

4. **Costs**

The Lessee shall pay the Council's reasonable legal costs on completion of this Agreement.

5. **Local Land Charge**

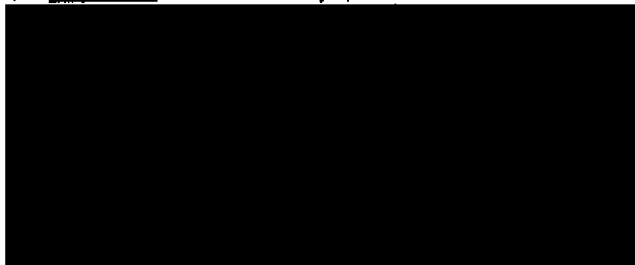
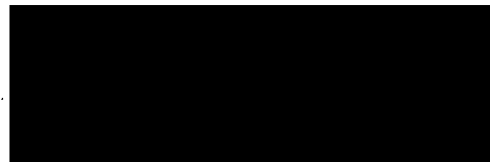
The Original Agreement is a local land charge and is entered in the relevant register. Upon completion of this Deed of Discharge that entry shall be removed from the register.

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

THE COMMON SEAL OF
Arun District Council was hereunto
affixed in the presence of:

AUTHORISED SIGNATORY:
SEAL BOOK NO

SIGNED as a Deed by C.D Abrams Limited



Director

Director/Secretary

SIGNED as a Deed by the said Roy William
Ashworth in the presence of:

4. Costs

The Lessee shall pay the Council's reasonable legal costs on completion of this Agreement.

5. Local Land Charge

The Original Agreement is a local land charge and is entered in the relevant register. Upon completion of this Deed of Discharge that entry shall be removed from the register.

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

THE
Arun
affixe

AUTH
SEAL



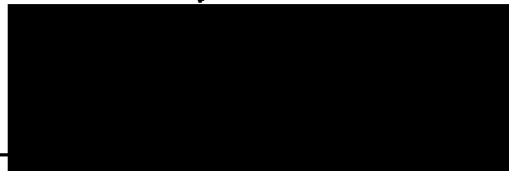
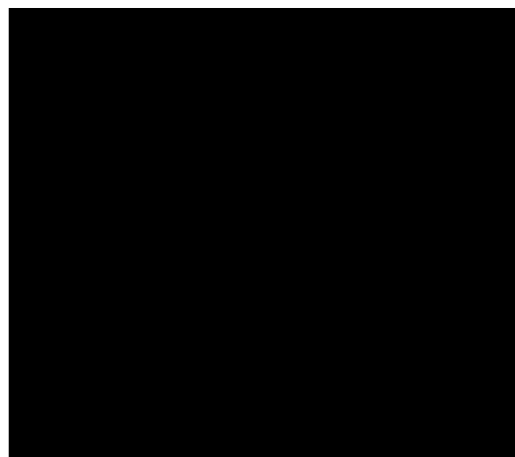
2011

SIGNED as a Deed by C.D Abrams Limited
Acting by:

Director

Director/Secretary

SIGNED as a Deed by the said Roy William
Ashworth in the presence of:



CERTIFICATE OF TITLE

I/We _____ of _____ Solicitors for the
Owners certify the truth of recital

hereunto

Dated this _____ day of _____

Signed _____

H:\BATHURST BROWN DOWNIE & AIREY\BDA - CLIENTS\VAASHWORTH - R W\10.12.02 - sale of 6 Simon Court\Deed of
Variation 2011.02.02.doc

CERTIFICATE OF TITLE

I/We _____ of _____ Solicitors for the
Owners certify the truth of recital _____

hereunto

Dated this _____ day of _____

Signed _____

1031

DATED

18th November 1983

ARUN DISTRICT COUNCIL

C.D. ABRAMS LIMITED

AGREEMENT

1. This agreement is made in pursuance of Section 52 of the Town and Country Planning Act 1971 and Section 30 of the Local Government Act 1972 under Section 52 of the Town and Country Planning Act 1971 relating to 8, 10 and 12 Crescent Road, Bognor Regis, West Sussex.

2. The Council hereby agrees the said development (reference No. AR/349/83) subject to the conditions set out in the Notice of Approval of 18th October 1983.

3. The owner hereby agrees with the Council as follows:

(a) Not to permit the ground and first floor of the property to be occupied by any person or persons other than those named in the Notice of Approval and to ensure that the property is not used for any purpose other than that for which it is approved.

(b) To ensure that the said property is not used for any purpose other than that for which it is approved and to ensure that the property is not used for any purpose other than that for which it is approved.

THIS AGREEMENT is made the 18th day of November
One thousand nine hundred and eighty BETWEEN ARUN DISTRICT
COUNCIL of Council Offices Littlehampton in the County of West
Sussex (hereinafter called "the Council") of the one part and
C D ABRAMS LIMITED whose registered office is situate at Adams
Beeny & Co. Chartered Accountants, 1, Sidlaw Terrace, Clarence Road
Bognor Regis in the said County (hereinafter called "the Owner") of
the other part

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 Owner is the owner in fee simple in possession free from incumbrances of the property situate and known as 8 10 and 12 Crescent Road Bognor Regis in the County of West Sussex (hereinafter referred to as "the Property")
- (3) An application (Reference No. BR/349/82) dated 11th May 1982 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 DEED WITNESSETH as follows:-

1. THIS agreement is 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 in consideration of the covenants by the Owner hereinafter contained
2. THE Council hereby approve the said development (Reference No. BR/349/82) subject to the conditions set out in the Notice of Approval of even date
3. THE Owner hereby covenants with the Council as follows:-
 - (a) Not to permit the ground and first floor of the property namely flats 1-6 to be occupied by any persons of less than state pensionable age PROVIDED THAT it shall not be deemed a breach of covenant either if in the case of occupation of any of the dwellings comprised in the property by two persons living as a family one of them shall not have attained the said age or if in the event of any such dwelling being occupied by a resident warden and his/her spouse neither of whom have attained the said age

(b) to comply with the conditions set out in the Notice of Approval of even date herewith

4. THE expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

IN WITNESS whereof the Council and the Owner have set their respective Common Seals the day and year first hereinbefore written

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

ABRAMS
fixed

(in the presence of:-

3

0

1