

DATED

3rd Feb

2017

ARUN DISTRICT COUNCIL

and

ST JOSEPHS BR LLP

and

SECURITY TRUSTEE SERVICES LIMITED

I hereby certify this to be
a true copy
Dated

27 Feb 2017

DEED OF DISCHARGE

under Section 106A of the Town & Country Planning Act 1990
Lodge, Albert Road, Bognor Regis

in the County of West Sussex

I hereby certify this to be
a true copy



SJS LAW

Unit 8
Kew Bridge Piazza
8 Kew Bridge Road
London TW8 0FJ

Solicitor to the Council
Arun District Council
The Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LP

REF: PO/VAR

THIS DEED OF DISCHARGE is made the

day of

3rd

July

2017

BETWEEN:

- 1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF and
- 2) "the Owner" St Josephs BR LLP (company No. OC412598) whose registered office is at 10 London Mews, London W2 1HY
- 3) "the Mortgagee" Security Trustee Services Limited (company No.08492303) whose registered office is 6th Floor, 55 Bishopsgate, London EC2N 3AS

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means Beach Lodge, Albert Road, Bognor Regis shown edged red on the plan attached to this Deed
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section 106 Town & Country Planning Act 1990 on 26th October 1993 between the Council (1) and the then owner being House of Hospitality Limited, a copy of which is attached hereto for convenience

2. Recitals

- 2.1. This Deed is supplemental to the Original Agreement.
- 2.2. The Owner is successor in title to the owner specified in the Original Agreement.
- 2.3. The Council and the Owner agree that the Original Agreement no longer fulfils a useful purpose and agree to join in this Deed to give effect to such agreement.
- 2.4. The Mortgagee holds a Legal Charge on the Property by virtue of a Deed made between the Owner and the Mortgagee and has agreed to join in this Deed to give effect to the agreement referred to at clause 4

3. Operative powers

The Council enters into this Deed under its powers contained in S106A of the Town and Country Planning Act 1990 and S111 and S135 Local Government Act 1972 and all other powers enabling it.

4. Release

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

5. Costs

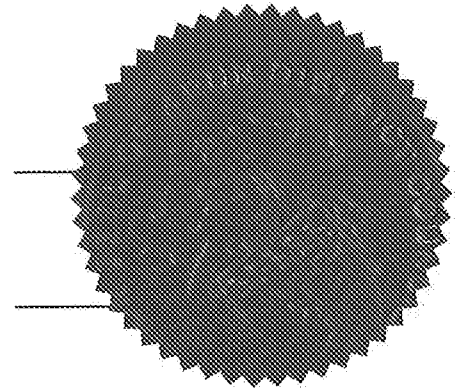
The Owner shall pay the Council's reasonable legal costs on completion of this Agreement in the sum of £200

6. 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 by the Council.

IN WITNESS whereof this document has been executed and delivered as a deed on the date first stated above.

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



JUNIOR SCLIC NO. 832/2017
SEAL BOOK NO:

Executed as a deed by
ST JOSEPHS BR LLP
acting by a registered
member in the presence of:

Registered Member

Witness Signature

Witness name: *Timothy Wheen*

Witness address:

Witness occupation:

Executed as a deed by
**SECURITY TRUSTEE
SERVICES LIMITED**
acting by a Director

Witness Signature

Witness name:

DEBORAH GOSI

Witness address:

Witness occupation:

DOCUMENTATION OFFICER

RateSetter
6th Floor
55 Bishopsgate
London EC2N 3AS



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THIS AGREEMENT is made the Twenty-sixth day of October
One thousand nine hundred and ninety-three BETWEEN ARUN DISTRICT COUNCIL
of The Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17
5LF ("the Council") of the one part and HOUSE OF HOSPITALITY LIMITED
whose Registered Office is situate at Albert Road Bognor Regis West
Sussex ("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 1990 ("the Act") as amended by the Planning and Compensation Act 1991 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 ("the Property").
- (3) An application under Reference Number BR/139/93 dated 14th June 1993 ("the Application") has been made to the Council for permission to develop the Property and the Council is satisfied that the development disclosed by the Application is such as may be approved under the Act subject to the covenants hereinafter contained.

NOW THIS AGREEMENT made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling WITNESSETH as follows:-

1. The Council hereby approves the Application subject to the conditions set out in the Notice of Approval of even date.
2. The Owner for itself and its successors in title hereby covenants with the Council with intent to bind the Property and every part thereof so that such covenant shall operate as a planning obligation for the purposes of Section 106 of the Act to observe and perform the restrictions and requirements set out in the Second Schedule hereto.
3. (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 91 or 92 and Section 93 of the 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 its successors in title modified by any statutory procedure this Agreement shall thereupon cease to have effect.
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 hereunto set their
respective Common Seals the day and year first before written

FIRST SCHEDULE

Beach Lodge Albert Road Bognor Regis West Sussex shown edged red on
drawing number 1260/1 accompanying the Application

SECOND SCHEDULE

(1) Not to permit the Property 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 restriction in the case of
the occupation of any dwelling unit comprised in the Property under
the following circumstances:-

- (a) by a husband and wife where one of them is below State Pensionable
age
- (b) the continued occupation by a spouse below State Pensionable
age following the death of his or her spouse who had attained that
age

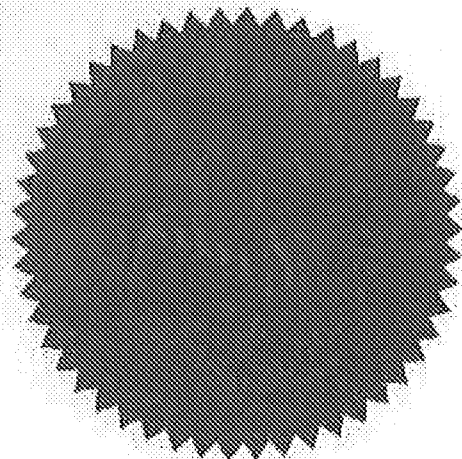
(2) Not to use the Property for any purpose other than is permitted by
the Approval and in particular for any purpose which would give rise to
any future change of use and require the provision of a greater number of
car parking spaces in accordance with the Council's adopted car parking
standards than is required in connection with the development as hereby
approved

(3) To comply with the conditions set out in Notice of Approval
of even date herewith

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

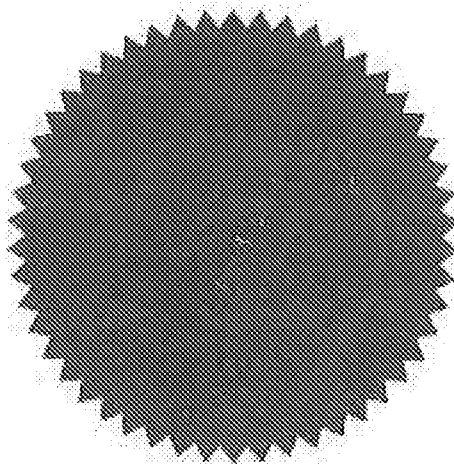


Authorised Signatory

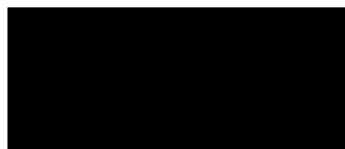


Seal Book No. 361/93

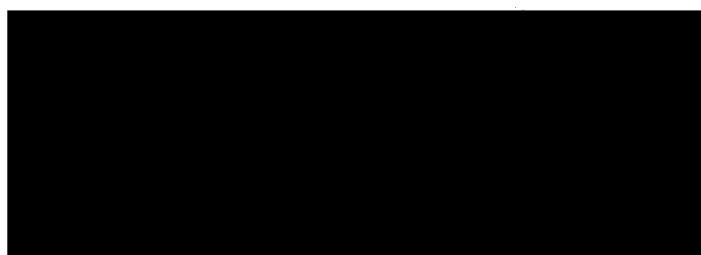
THE COMMON SEAL of)
HOUSE OF HOSPITALITY LIMITED)
was hereunto affixed in the)
presence of:)



Director



Director



DATED

3rd July

2017

ARUN DISTRICT COUNCIL

and

ST JOSEPHS BR LLP

and

SECURITY TRUSTEE SERVICES LIMITED

DEED OF DISCHARGE

under Section 52 of the Town & Country Planning Act 1971 and Section 106A of the Town & County Planning Act 1971 relating to Essex House, 3 Walton Road, Bognor Regis

in the County of West Sussex

I hereby certify this to be
a true copy
Dated 30/07/17

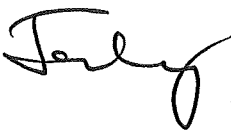


SJS LAW

Unit 8
Kew Bridge Piazza
8 Kew Bridge Road
London TW8 0FJ

Maltrevers Road
Litchamton
West Sussex BN17 5AA

REF: PO/VAR

THIS DEED OF DISCHARGE is made the  day of  2017

BETWEEN:

- 1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF and
- 2) "the Owner" St Josephs BR LLP (company No. OC412598) whose registered office is at 10 London Mews, London W2 1HY
- 3) "the Mortgagee" Security Trustee Services Limited (company No.08492303) whose registered office is 6th Floor, 55 Bishopsgate, London EC2N 3AS

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means Essex House, 3 Walton Road, Bognor Regis shown edged red on the plan attached to this Deed
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section 52 of the Town & Country Planning Act 1971 on 10 February 1989 between the Council (1) and the then owner being House of Hospitality Limited, a copy of which is attached hereto for convenience

2. Recitals

- 2.1. This Deed is supplemental to the Original Agreement
- 2.2. The Owner is successor in title to the owner specified in the Original Agreement
- 2.3. The Council and the Owner agree that the Original Agreement no longer fulfils a useful purpose and agree to join in this Deed to give effect to such agreement.
- 2.4. The Mortgagee holds a Legal Charge on the Property by virtue of a Deed made between the Owner and the Mortgagee and has agreed to join in this Deed to give effect to the agreement referred to at clause 4

3. Operative powers

The Council enters into this Deed under its powers contained in S52 of the Town and Country Planning Act 1971, Section 106A of the Town and Country Planning Act 1990 and S111 and S135 Local Government Act 1972 and all other powers enabling it.

4. Release

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

5. Costs

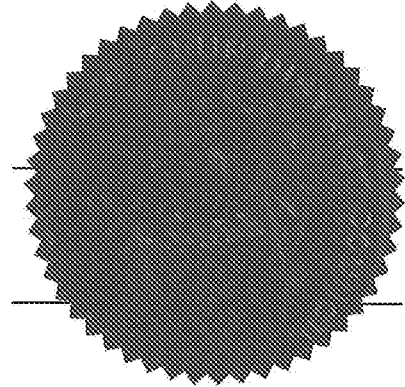
The Owner shall pay the Council's reasonable legal costs on completion of this Agreement in the sum of £200.

6. 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 by the Council.

IN WITNESS whereof this document has been executed and delivered as a deed on the date first stated above.

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



SEAL BOOK NO: 333/2017

Executed as a deed by
ST JOSEPHS BR LLP
acting by a registered
member in the presence of:

Witness Signature

Witness name: Timothy Whearn

Witness address:

Witness occupation: Solicitor

Executed as a deed by
**SECURITY TRUSTEE
SERVICES LIMITED**
acting by a Director
in the presence of:

Witness name:

Witness address:

Witness occupation:

DOCUMENTATION OFFICER

RateSetter
6th Floor
55 Bishopsgate
London EC2N 3AS



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THIS AGREEMENT is made the fourth day of February
One thousand nine hundred and eighty-nine BETWEEN ARUN DISTRICT
COUNCIL of The Arun Civic Centre Maltravers Road Littlehampton in
the County of West Sussex BN17 5LE (hereinafter called "the
Council") of the one part and HOUSE OF HOSPITALITY LIMITED whose
registered office is situate at Holy Cross Priory Cross-in-Hand
Reathfield in the County of East Sussex (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")

(3) An application (Reference No. BR/484/88) dated 30th August
1988 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. BR/484/88) subject to the conditions set out in the Notice of
Approval of even date

2. THE Owner for itself and its successors in title hereby
covenants with the Council with intent to bind the Property 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. (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

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

FIRST SCHEDULE

Essex House 3 Walton Road Bognor Regis in the County of West Sussex shown edged red on the plan accompanying the said planning application

SECOND SCHEDULE

(1) Not to permit the Property 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 in the case of the occupation of any dwelling unit comprised in the Property under the following circumstances:-

(a) by a husband and wife where one of them is below State Pensionable age

(b) the continued occupation by a spouse below State Pensionable age following the death of his or her spouse who had attained that age

(2) Not to use the Property 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

(3) To comply with the conditions set out in Notice of Approval of even date herewith

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



Authorised Signatory

Seal Book No. 108/57

THE COMMON SEAL of HOUSE OF)
HOSPITALITY LIMITED was)
hereunto affixed in the)
presence of:-)

