(1) **MELVYN WILLIAM COPP AND YVONNE ANGELA COPP**

(2) **HORSHAM DISTRICT COUNCIL**

DEED OF DISCHARGE

of an agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated 11th May 2005 relating to Bungalow 1 and Bungalow 2 situated at Old Clayton Kennels, Storrington Road, Washington, West Sussex, RH20 4AG

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Parkside
Chart Way
Horsham
West Sussex
RH12 1RL

Legal ref:	11922
Modification / Discharge Planning ref:	S106/24/0008
Original S106 Planning ref:	DC/04/2084

THIS AGREEMENT is made as a deed and dated 12th November 2024

Between:

(1) **MELVYN WILLIAM COPP** and **YVONNE ANGELA COPP** of Old Clayton, Storrington Road, West Sussex, RH20 4AG (together **"the Owners"**); and

(2) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL (**"the Council"**)

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

1.1 The Owners are the registered proprietors with Title Absolute of Bungalow 1, Bungalow 2 and the Land registered at HM Land Registry under title number [redacted] being Old Clayton Kennels, Storrington Road, Washington, West Sussex, RH20 4AG.

1.2 Bungalow 1 and Bungalow 2 were built on the Land pursuant to the planning permission and associated plans with reference DC/04/2084 and subject to the Planning Agreement.

1.3 The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ("TCPA 1990") for the area within which Bungalow 1, Bungalow 2 and the Land are situated and is the local authority for the purposes of the Local Government Act 1972.

1.4 An application to vary or discharge the Section 106 Agreement was made on 28th May 2024 by the Owners and the Council as the local planning authority has agreed to enter into this Deed of Discharge.

1.5 The Parties have agreed to enter into this Deed of Discharge because the Council has determined that the Restrictions in paragraph 5 of the Planning Agreement are no longer required and that these are the only planning obligations secured.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Deed:

2.1 The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.

2.2 Reference to the singular includes the plural and references to any gender include all genders.

2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2.5 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the District Council and their successors to their respective statutory functions.

2.6 Any reference to a clause or schedule or plan is to a clause schedule or plan in to or attached to this Deed.

2.7 Any reference to a colour or letter is to a colour or letter on the plan attached to this Deed, unless otherwise expressly stated to the contrary.

2.8 In the absence of a contrary provision any reference to a statute or statutory provision includes any statutory modifications or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

3. DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

"Application"	the application (assigned reference S106/24/0008) made by the Owners to the Council as the local planning authority for amendment of the Planning Agreement by removal of the Restrictions.
"Bungalow 1 and Bungalow 2"	the properties now referred to as Bungalow 1 and Bungalow 2 situated on the Land and shown in the location edged in blue on the plan at Schedule 1 of this Deed.
"Deed of Discharge"	this Deed made pursuant to Section 106A TCPA 1990 between (1) Melvyn William Copp and Yvonne Angela Copp and (2) Horsham District Council discharging the Planning Agreement in respect of the Land.
"Restrictions"	the planning obligations contained in paragraph 5 of the Planning Agreement, requiring that: "The Owners covenant with the Council not to cause or permit that occupation of the Staff Dwellings by any person other than Staff who are occupying the Staff Dwellings because their employment requires it" AND "not to sell or lease or otherwise dispose of or cause or permit the sale letting or other disposal of the Staff Dwellings separately from the Business" AND "not to sell lease or otherwise dispose of or cause or permit the sale letting or other disposal of the Business separately from the Staff Dwellings".
"Land"	the land registered at HM Land Registry under title number [redacted] being Old Clayton Kennels, Storrington Road,

	Washington, West Sussex, RH20 4AG, on which Bungalow 1 and Bungalow 2 are situated.
"Planning Agreement"	the agreement between Melvyn William Copp and Yvonne Angela Copp made as a Deed pursuant to section 106 of the Town and Country Planning Act 1990 to secure the Restrictions in respect of Old Clayton Kennels, Storrington Road, Washington, West Sussex, RH20 4AG dated 11th May 2005.
"TCPA 1990"	the Town and Country Planning Act 1990 (as amended).

4. ENABLING PROVISIONS

4.1 This Deed of Discharge is made pursuant to the provisions of Section 106A of the TCPA 1990, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

5. DISCHARGE OF THE PLANNING AGREEMENT

5.1 The Owners and the Council agree that the Planning Agreement in relation to the Land shall be hereby discharged and will cease to have effect from the date of this Deed.

6. MISCELLANEOUS PROVISIONS

6.1 For the avoidance of doubt the provisions of this Deed (other than those contained in this clause) shall not have effect until this document has been dated.

6.2 The Parties agree that:

6.2.1 nothing in this Deed constitutes an obligation to grant planning permission;

6.2.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function;

6.2.3 nothing in this Deed fetters or restricts the exercise by the Council of any of their powers;

6.2.4 this Agreement constitutes a Deed;

6.2.5 the Deed is enforceable by the Council;

6.2.6 nothing in the Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999;

6.3 The Parties hereby agree that:

6.3.1 this Deed supersedes and replaces all previous negotiations whether oral or written with the exception of the Planning Agreement which shall continue in full force and effect until completion of this Deed; and

6.3.2 no party has relied on any express or implied statement warranty representation or undertaking given by or on behalf of the other;

6.3.3 nothing herein contained excludes the liability of any of the parties in relation to fraud.

6.4 The Council confirms that entry into this Deed does not constitute a transaction for a chargeable consideration for which Stamp Duty Land Tax is required and thus the District Council hereby certifies that a Land Transaction Return is not applicable in accordance with Section 79(3) of the Finance Act 2003.

6.5 If any provision in the Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

6.6 Reference to any statute or statutory provisions includes a reference to:

6.6.1 that statute or statutory provision as from time to time amended extended re-enacted consolidated or replaced; and

6.6.2 all statutory instruments or orders made pursuant to it whether before or after the date of this Agreement.

6.7 This Deed shall be governed by and interpreted in accordance with Laws of England and the parties submit to the exclusive jurisdiction of the Courts of England.

6.8 "including" means "including without limitation".

7. **COSTS**

7.1 The Owners agree to pay the Council's reasonable legal costs [redacted] incurred in the preparation and negotiation of this Deed immediately on completion of this Deed.

IN WITNESS whereof this Deed has been duly executed the day and year first hereinbefore mentioned

SIGNED as a **DEED** by
MELVYN WILLIAM COPP

..... [redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature
I DEBBIE GRAY ..... Print name
T 24 CHARRINGTON WAY ..... Address 1
N BROADBRIDGE HEATH ..... Address 2
E HORSHAM ..... Address 3
S RH12 3TH ..... Post code
S ANIMAL CARE ASSISTANT ..... Occupation

SIGNED as a **DEED** by

YVONNE ANGELA COPP

[redacted] ..... Signature

In the presence of:

W [redacted] ..... Signature

I DEBBIE GRAY ..... Print name

T 24 CHARRINGTON WAY ..... Address 1

N BROADBRIDGE HEATH ..... Address 2

E HORSHAM ..... Address 3

S RH12 3TH ..... Post code

S ANIMAL CARE ASSISTANT ..... Occupation

17948 x 3

THE COMMON SEAL of

HORSHAM DISTRICT COUNCIL

was affixed hereto

In the presence of:

[redacted] .....

Authorised Officer

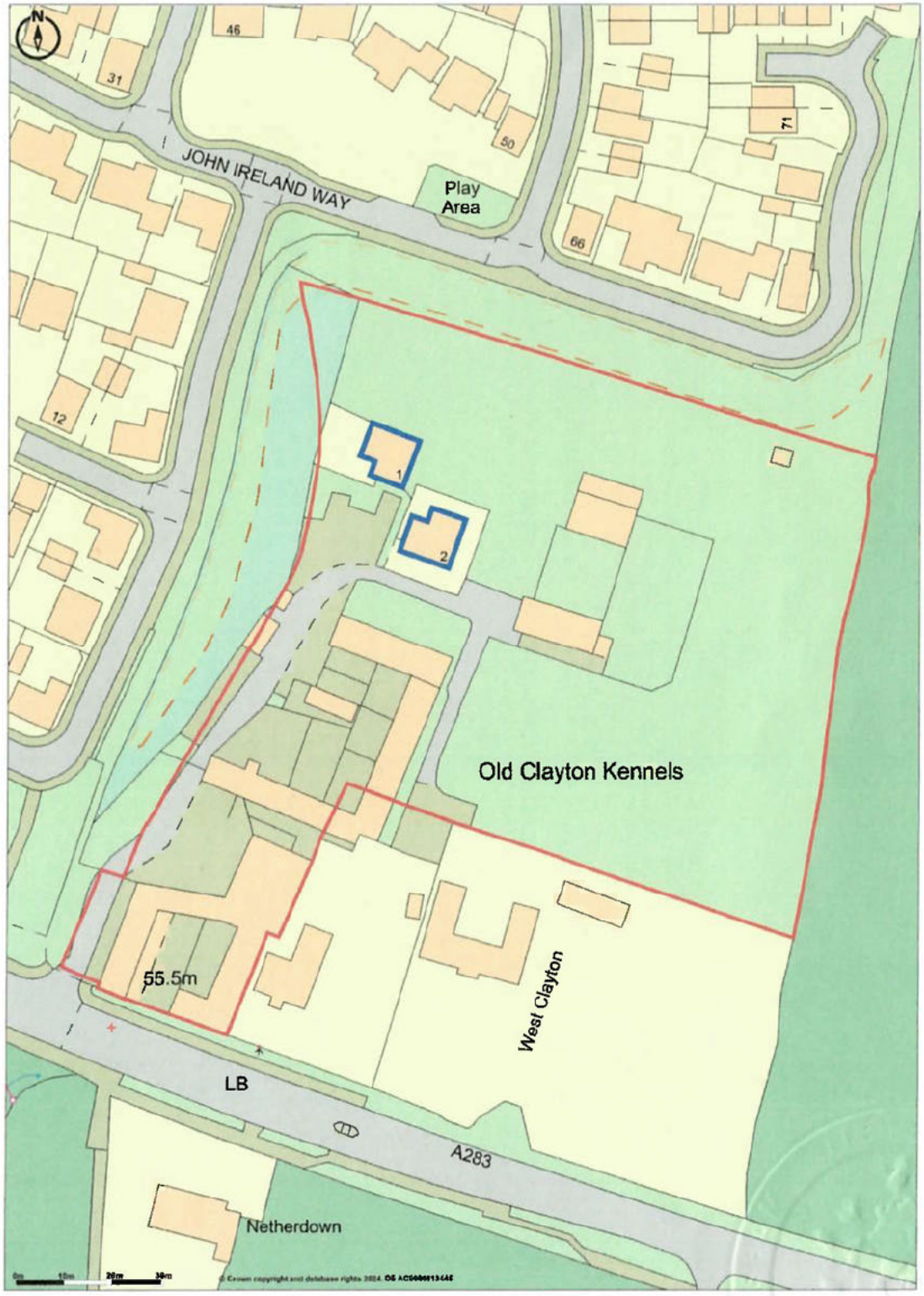
Robert Baxendale on behalf of

Head of Legal and Democratic Services and Monitoring Officer

Schedule 1

Bungalow 1 and Bungalow 2

Land at Old Clayton Kennels, Storrington



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LANDMARK INFORMATION

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