

DATED

DEED OF RELEASE OF S.106 AGREEMENT

relating to

LAND BETWEEN 61 AND 63 BROOK GARDENS, EMSWORTH, HAMPSHIRE

between

THE COUNCIL

and

THE OWNER

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This deed is dated

2016

HM Land Registry

Owner's title number: SH11585

Administrative area: HAVANT

PARTIES

- (1) Council of the Borough of Havant, Public Service Plaza, Civic Centre Rd, Havant PO9 2AX (**The Council**).
- (2) Barclays Bank PLC (Co. Regn No. 1026167) of P.O. Box 187, Leeds, LS11 1AN (**Owner's Lender**).
- (3) Richard Hugh Crawford and Linda Louise Shillingford of 61b Brook Gardens, Emsworth, Hampshire, PO10 7JY (**Owner**).

BACKGROUND

- (A) The Original Developer constructed a pair of three-bedroom semi-detached dwellinghouses and garages with new access onto Brook Gardens and landscaped amenity area on and around 2002.
- (B) The Original Parties entered into the Agreement in respect of the Land to effect and maintain the Amenity Area now within the Owner's Property.
- (C) The Property is now vested in the Owner.
- (D) An application has now been made to the Council by the Owner to be released from the Obligations under the Agreement and the Council has agreed to release the Property.
- (E) The Owner has simultaneously submitted to the Council the Change of Use Application.
- (F) The Property is subject to the Charge and the Owner's Lender has agreed to join in this deed to record its consent to the release.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Agreement: the Agreement made under s.106 Town and Country Planning Act 1990 dated 14th May 2002 made between Coombes Property Developments Limited (1)

Southsea Investments Services Ltd (2) and the Council of the Borough of Havant (3) and annexed hereto.

Amenity Area: the area hatched black on Plan A to the Agreement.

Change of Use Application: the application being submitted to the Council by the Owner to accompany this Deed to effect the change of use of the Amenity Area to residential garden use as annexed at Annex 2.

Charge: the charge appearing at entries C3 and C4 of the charges register of title number SH11585 as at 22 October 2015 at 15:49:14.

Obligations: the obligations set out the Schedule to the Agreement.

Original Developer: Coombes Property Developments Limited of Salterns House, Salterns Lane, Selsmore, Hayling Island, Hampshire

Original Developer's Lender: Southsea Investment Services Limited of 10 South Street, Havant, Hampshire

Original Parties: being the original parties to the Agreement being the Council, the Original Developer and the Original Developer's Lender.

Land: the land between 61 and 63 Brook Gardens, Emsworth, Hampshire PO10 7JY

Property: the freehold property at 61b Brook Gardens, Emsworth, Hampshire, PO10 7JY and registered at HM Land Registry under title number SH11585.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 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.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

2. RELEASE

In consideration of the Owner simultaneously applying for the Change of Use Application, the Council releases the Owner and its successors in title from the Agreement with the effect that from the date of this deed the Agreement is extinguished.

3. CONSENT OF OWNER'S LENDER

The Owner's Lender consents to the Owner entering into this deed to release their Obligations under the Agreement and the for the Agreement to be extinguished.

4. 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.

5. 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. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

ANNEX 1 – THE AGREEMENT

ANNEX 2 – CHANGE OF USE APPLICATION

**THE COMMON SEAL OF THE
COUNCIL OF THE BOROUGH
OF HAVANT**

Was hereunto affixed in the presence
of:-

.....

Authorised signatory

**THE COMMON SEAL OF
BARCLAYS BANK PLC**

Was hereunto affixed in the presence
of:-

.....

Authorised signatory

**SIGNED AS A DEED BY
RICHARD HUGH CRAWFORD** in
the presence of:

.....

.....

SIGNATURE OF WITNESS

Owner

.....

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NAME, ADDRESS AND
OCCUPATION OF WITNESS

**SIGNED AS A DEED BY LINDA
LOUISE SHILLINGFORD** in the
presence of:

.....

.....

SIGNATURE OF WITNESS

Owner

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NAME, ADDRESS AND
OCCUPATION OF WITNESS