

LEWES DISTRICT COUNCIL

and

N G B CHEYNEY ESQ.

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A G R E E M E N T

under Section 52 of the Town and Country  
Planning Act 1971 and Section 126 of the  
Housing Act 1974 re land at The Old Race-  
course, St Ann (Without) Lewes, Sussex

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THIS AGREEMENT is made the *Twenty-third* day  
of *April* One thousand nine hundred and eighty two B E T W E E N  
LEWES DISTRICT COUNCIL of Town Hall Lewes in the Administrative area of  
East Sussex (hereinafter called "the Council") of the one part and  
NICHOLAS GEORGE BRIAN CHEYNEY of The Old Racecourse St Ann (Without)  
Lewes in the County of East Sussex (hereinafter called "the Owner") of  
the other part



W H E R E A S :-

(a) The Owner is seised for an estate in fee simple absolute in possession free from incumbrances of ALL THAT piece or parcel of land which for the purpose of identification only is edged red on the plan which is attached hereto and comprises property known as The Old Racecourse St Ann (Without) Lewes in the County of Sussex

(b) The Council is empowered in relation to land within its district to enter into agreements regulating development or use of such land by virtue of provisions which are contained in Section 52 of the Town and Country Planning Act 1971 and in Section 126 of the Housing Act 1974

(c) The Council and the Owner have agreed to enter into this Agreement in pursuance of the provisions of the said Section

N O W THIS AGREEMENT WITNESSETH as follows :-

1. The Owner hereby covenants and agrees with the Council that the development and use of the land which is edged red on the plan attached hereto (hereinafter referred to as "the said land") shall be restricted and regulated in accordance with the provisions contained in the Schedule hereto

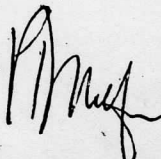
2. For the purposes of this Agreement the expressions "the Owner" and "the Council" shall include the successors in title and assigns respectively of each party and the word "Owner" shall include two or more joint owners of the legal estate

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has set his hand and seal the day and year first above written

THE SCHEDULE

1. The total number of residential units on the said land shall not at any time exceed the maximum number permitted by planning permission granted by the Council and numbered LW/80/1892
2. The residential accommodation to be created out of unit 6 shown on the said plan shall not at any time be otherwise than an annexe to and be used in conjunction with the dwelling to be created out of unit 7 shown on the said plan and shall not at any time or for any reason be disposed of as a dwelling unit separate from the said unit 7
3. Unit 9 shown on the said plan shall not be used for any purpose other than as a residential unit to accommodate staff employed full-time either in connection with one or other of the dwellings to be created out of unit 5 shown on the said plan or the said unit 7 or unit 8 shown on the said plan or in connection with the proposed equestrian complex as defined on the said plan and hereinafter referred to
4. Neither the dwelling to be created out of unit 1 shown on the said plan nor the staff accommodation to be created out of unit 2 shown on the said plan nor the stable accommodation to be contained within unit 3 shown on the said plan or any one or other of them shall at any time be used other than as part of a single business unit devoted to equestrian purposes in association with the land indicated as being designated for such equestrian use and shown on the said plan by black hatching
5. The said unit 2 shall be reduced in height to the satisfaction of the Local Planning Authority and the dwellings to be created out of unit 8 shown on the said plan shall not be occupied until such reduction in height to the said unit 2 has been certified by the Local Planning Authority as being completed to its entire satisfaction
6. The aforementioned land shown hatched black on the said plan or any part or parts thereof shall not be used for any purpose other than that of a single equestrian unit
7. None of the residential units on the said land shall be occupied until such time as a scheme for the disposal of sewage from the units has been constructed such a scheme having received in writing the prior approval of the Local Planning Authority

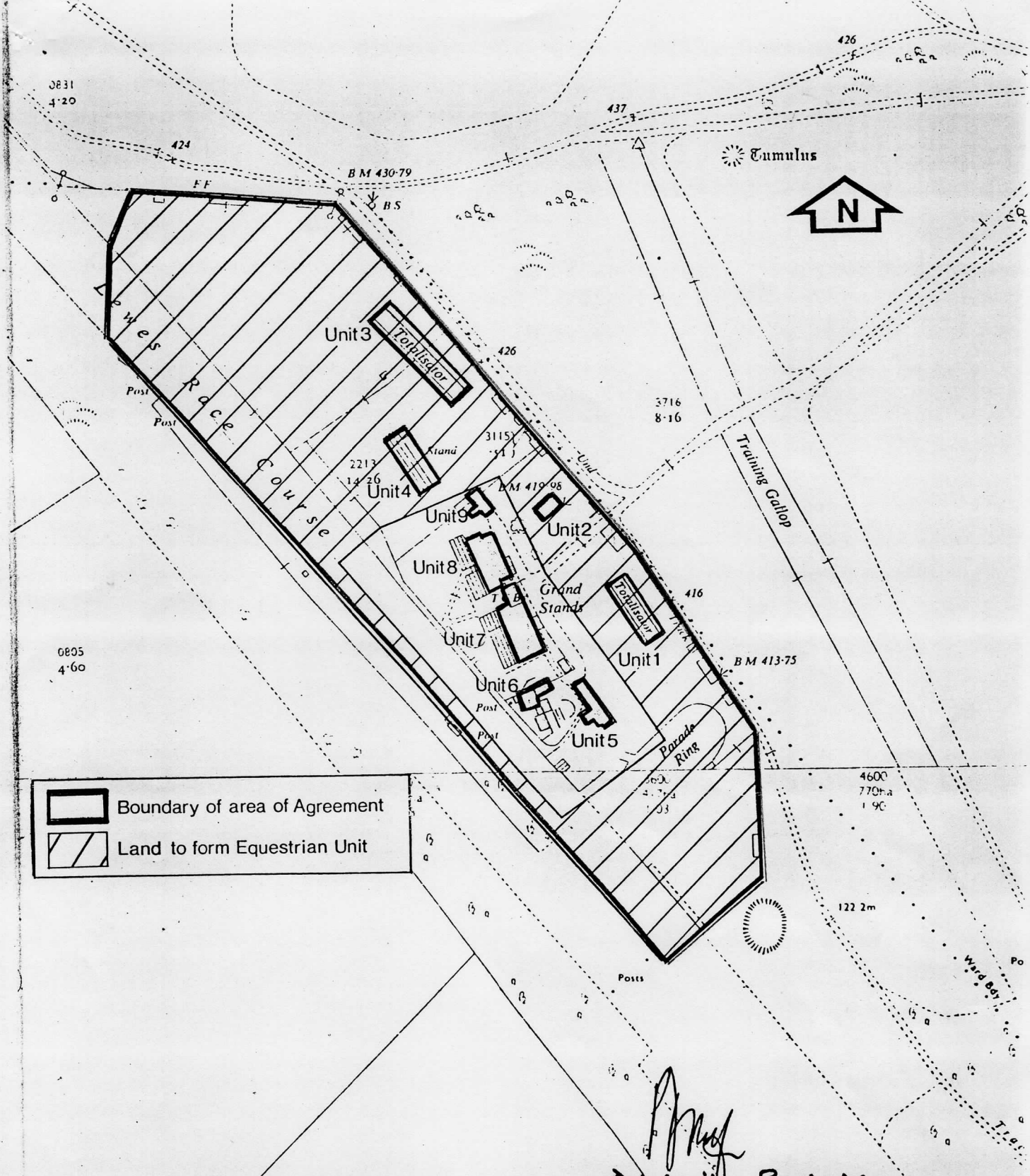
( THE COMMON SEAL of LEWES  
( DISTRICT COUNCIL was hereunto  
( affixed in the presence of:-



*2152*  


District Solicitor

(SIGNED SEALED AND DELIVERED by  
(the said NICHOLAS GEORGE BRIAN  
(CHEYNEY in the presence of:-





 Boundary of area of Agreement  
 Land to form Equestrian Unit

*Michael Francis*  
 District Solicitor

<b>LEWES DISTRICT COUNCIL          PLANNING DEPARTMENT</b> Michael Francis, BA, DipTP, MRTPI, Chief Planning Officer Lewes House, High Street, Lewes, East Sussex, BN7 2LX	Scale 1:2500
	Date 27-10-81
Section 52 Agreement Conversion of Buildings and Land into Residential and Equestrian Complex at Lewes Racecourse.	