

DATED 27th May 2026

HOATHLY HILL ASSOCIATION LIMITED (1)

and

MARTYN SYMES and ANNABELLE JANE DYTHAM (2)

and

MID SUSSEX DISTRICT COUNCIL (3)

DEED OF RELEASE

of land known as 2 Hoathly Hill, West Hoathly,
East Grinstead, West Sussex RH19 4SJ from an
Agreement made pursuant to Section 52
of the Town and Country Planning Act 1971

Pursuant to Section 111 of the Local Government Act 1972, section 106A of the Town and Country
Planning Act 1990 and
Section 1 of the Localism Act 2011

Julie Galvin
Assistant Director, Legal & Democratic Services
Mid Sussex District Council
'Oaklands' Oaklands Road
Haywards Heath
West Sussex
RH16 1SS

Iken ref: 8353

THIS DEED is dated 27th day of May 2026

BETWEEN

- (1) **HOATHLY HILL ASSOCIATION LIMITED** incorporated and registered in England and Wales with company number 02046327 whose registered office is at Arc Hall, 29 Hoathly Hill, West Hoathly, East Grinstead, West Sussex, RH19 4SJ (**"the Freeholder"**)
- (2) **MARTYN SYMES and ANNABELLE JANE DYTHAM** of 2 Hoathly Hill, West Hoathly, East Grinstead, West Sussex RH19 4SJ (**"the Leaseholder"**)
- (3) **MID SUSSEX DISTRICT COUNCIL** of Oaklands, Oaklands Road, Haywards Heath, West Sussex RH16 1SS (**"the District Council"**)

RECITALS

- A. The Freeholder is the freehold owner of the Land registered with other land at the Land Registry under title numbers WSX5105 and WSX4901.
- B. The Leaseholder is the leasehold owner of the Land registered at the Land Registry under title number WSX131250
- C. Restrictions affecting the Land are contained in the Section 52 Agreement (as hereinafter defined).
- D. The principle of discharging the Section 52 legal agreement dated the 29th December 1986 has been established under planning reference DM/19/3820 as the agreement was no longer considered to serve a useful purpose from a planning perspective.
- E. That application, DM/19/3820, related to the whole Community and land at Hoathly Hill. A deed of release was not issued for the whole site as not all residents of the Community wish to release their leasehold property from the legal agreement.
- F. Leaseholders are therefore approaching the Council on an individual basis to release their property from the agreement.
- G. The Leaseholder has submitted the Application to release the Land from the Section 52 Agreement to the District Council as Local Planning Authority.
- H. The District Council, having assessed the Application is satisfied that the Section 52 Agreement no longer serves a useful planning purpose in respect of the Land and agrees to release the Land from the Section 52 Agreement by virtue of this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. ENABLING PROVISIONS

This Deed is made pursuant to Section 111 of the Local Government Act 1972, Section 106A of the Town and Country Planning Act 1990 and Section 1 of the Localism Act 2011 and any other enabling powers.

2. DEFINITIONS

2.1 In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

Application	means the application to remove the Section 52 Agreement from the Land which was validated by the District Council on 8 April 2025 and given reference number DM/25/0970;
Land	means the leasehold land known as 2 Hoathly Hill, West Hoathly, East Grinstead West Sussex RH19 4SJ which is registered at the Land Registry with absolute title under title number WSX131250 and forming part of the freehold land known as land and buildings on the west side of Hammingden Lane, West Hoathly and Hoathly Hill House and Pigeon Croft, Hammingden Lane, West Hoathly which is registered at the Land Registry with absolute title under title numbers WSX5105 and WSX4901 and is shown for identification purposes only edged red on the Plan;
Plan	means the plan annexed at Schedule 1;
Restrictions	means the restrictions contained in Clause 3 of the Section 52 Agreement;
Section 52 Agreement	means the agreement dated 29 December 1986 made pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 between (1) the District Council; (2); Carbonek Land Company Limited and (3) Carbonek Housing Association Limited, a copy of which is annexed at Schedule 2;

2.2 Clause and schedule headings shall not affect the interpretation of this Deed.

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, whether and however incorporated or established.
- 2.5 References to the parties to this Deed shall include the successors in title and assigns of each party including any local authority successor.
- 2.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices codes of practice and guidance made under it.
- 2.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.10 References to clauses and schedules are to the clauses and schedules of this Deed.

3. RELEASE

- 3.1 It is hereby agreed between the parties hereto that the Land shall be released from the Restrictions in the Section 52 Agreement and that the Section 52 Agreement shall no longer be enforceable in respect of the Land against the Freeholder, the Leaseholder and their respective successors in title.
- 3.2 The parties hereto confirm that this release relates only to the Land and that the Section 52 Agreement remains in full force and effect in respect of the remainder of the land which is subject to the provisions of the Section 52 Agreement.
- 3.3 The provisions of this Deed shall come into effect on the date hereof.
- 3.4 The District Council shall register this Deed as a local land charge.

4. COSTS

The Leaseholder shall pay to the District Council on or before the date of this Deed the District Council's reasonable legal costs in connection with the preparation, negotiation and completion of this Deed.

5. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed shall fetter or restrict the District Council's statutory rights, powers, discretions and responsibilities

6. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right to any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and

nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefits or any right to enforce any provisions of this Deed

7. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the law of England.

IN WITNESS whereof the parties hereto have duly executed this Deed on the day and year first before written.

SCHEDULE 1
Plan

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 29 January 2026 shows the state of this title plan on 29 January 2026 at 14:51:05. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Durham Office .

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SCHEDULE 2
Section 52 Agreement

DATED 29th December 1986

MID SUSSEX DISTRICT COUNCIL

and

CARBONEK LAND COMPANY LTD.

and

CARBONEK HOUSING ASSOCIATION LTD.

A G R E E M E N T

relating to

Land at Hoathly Hill, West Hoathly, West Sussex

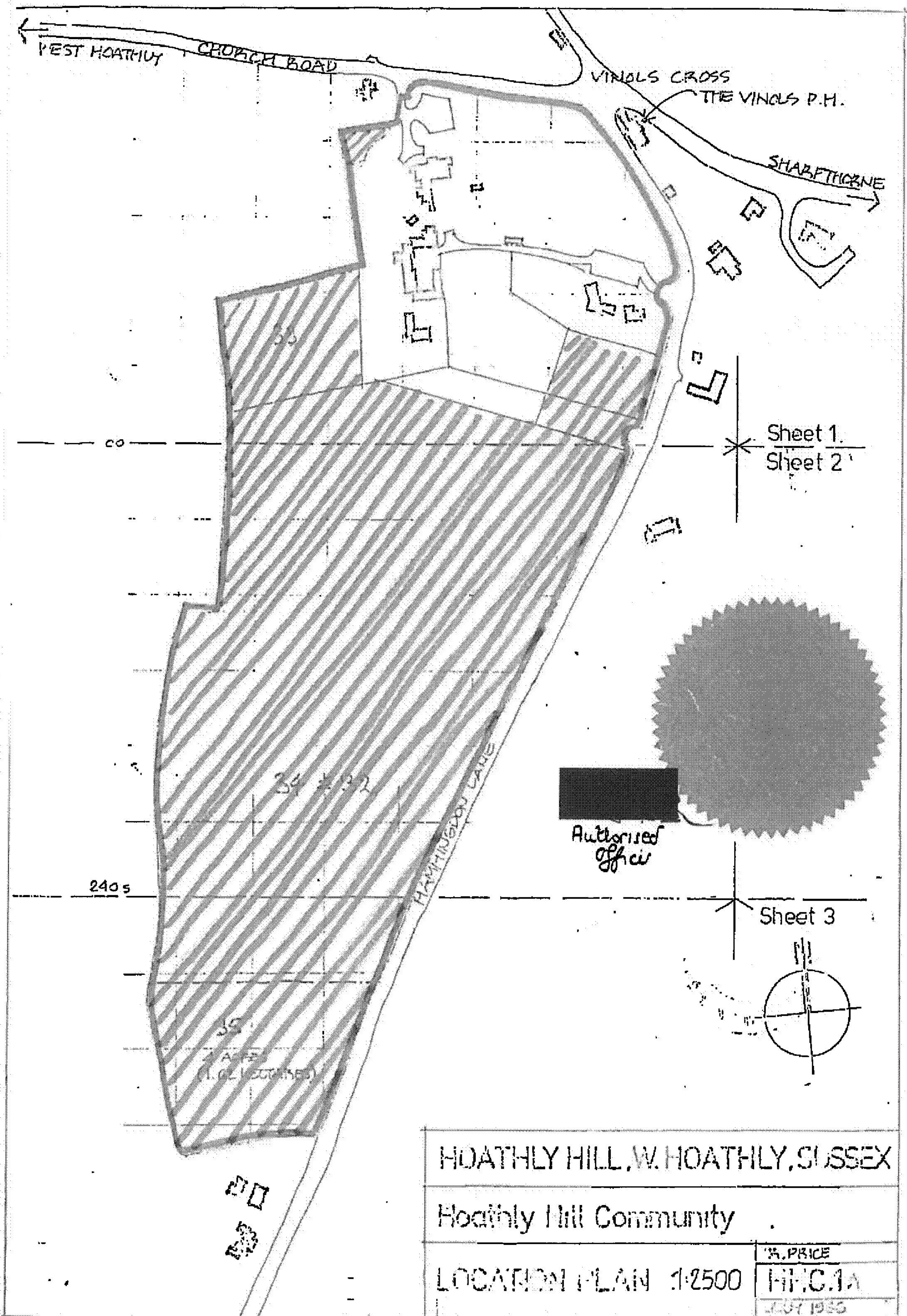
Waugh's,
Clarendon House,
Judges Terrace,
East Grinstead,
West Sussex.
RH19 3AD
Solicitors

THIS AGREEMENT is made the 29th day of December

One thousand nine hundred and eighty six B E T W E E N the MID SUSSEX DISTRICT COUNCIL of Oaklands Oaklands Road Haywards Heath West Sussex (hereinafter called "the Council") CARBONEK LAND COMPANY LIMITED whose registered office is at Hoathly Hill West Hoathly West Sussex (hereinafter called "the Company") and CARBONEK HOUSING ASSOCIATION LIMITED whose registered office is also at Hoathly Hill House aforesaid (hereinafter called "the Association")

W H E R E A S :

- (a) The Council is the local planning authority for the area in accordance with the provisions of the Local Government Act 1972
- (b) This agreement is made pursuant to Section 52 of the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982
- (c) "The site" means the area of land shown for the purposes of identification only edged red on the plan annexed hereto
- (d) The Company is the registered proprietor of part of the site at H.M. Land Registry under Title Numbers WSX.5106 and 3705
- (e) The Association is the registered proprietor of the remainder of the site at H.M. Land Registry under Title Numbers WSX.5105 and WSX.4901
- (f) "The Community" means the Hoathly Hill Community being a group of neighbouring occupiers of the site or various parts thereof who have joined together to co-operate in (a) creating a supportive physical social and cultural environment for the home life of all who live there and (b)



HOATHLY HILL, W. HOATHLY, SUSSEX

Hoathly Hill Community

LOCATION PLAN 1:2500

1/1 PRICE

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1/1 1985

facilitating the carrying on of self-subsisting enterprises by individual members or groups of members being enterprises which are consistent with the creation of such an environment and which themselves contribute towards the general health of society and who seek to carry out this task by taking as a starting point an image of the human being and social life which arises out of Anthroposophical Spiritual Science originated by Rudolf Steiner

(g) The Council have granted planning permission for the use of the site or parts thereof as follows:

- (i) HO/43/73 (F/73/572) for a change of use to agriculture forestry educational and residential
- (ii) HO/86/73 (F/73/1,284) for the conversion of Hoathly Hill House into seven residential units
- (iii) HO/87/73 (F/73/1,285) for the conversion of a building known as Coach House North into four residential units
- (iv) HO/88/73 (F/73/1,286) for the construction of two residential units at the building known as Coach House South
- (v) HO/89/73 (F/73/1,287) for an extension to the building known as "Pigeon Croft" comprising the enlargement of an existing residential unit and two additional residential units
- (vi) HO/90/73 (F/73/1,288) for the construction of twelve garages at Hoathly Hill House
- (vii) HO/44/73 (F/73/573) for the extension and conversion of existing buildings and for a change of use to accommodate Hoathly Hill Farm Study Centre and Craft Centre

(viii) HO/15, 22 and 35/82 for the construction of certain additional buildings

(ix) HO/031/86 - For the creation by conversion of an existing building of Unit No.9;

(x) HO/032/86 - Erection of 8 residential units;

(xi) HO/033/86 - Creation of one bedsitting room unit by conversion of existing laundry;

(xii) HO/034/86 - Conversion of dwelling/study centre to a two-bedroomed flat.

(h) The Council the Company and the Association have agreed to enter into this Agreement regulating the uses of the site which shall become effective from the date hereof

NOW IT IS HEREBY AGREED AND DECLARED:

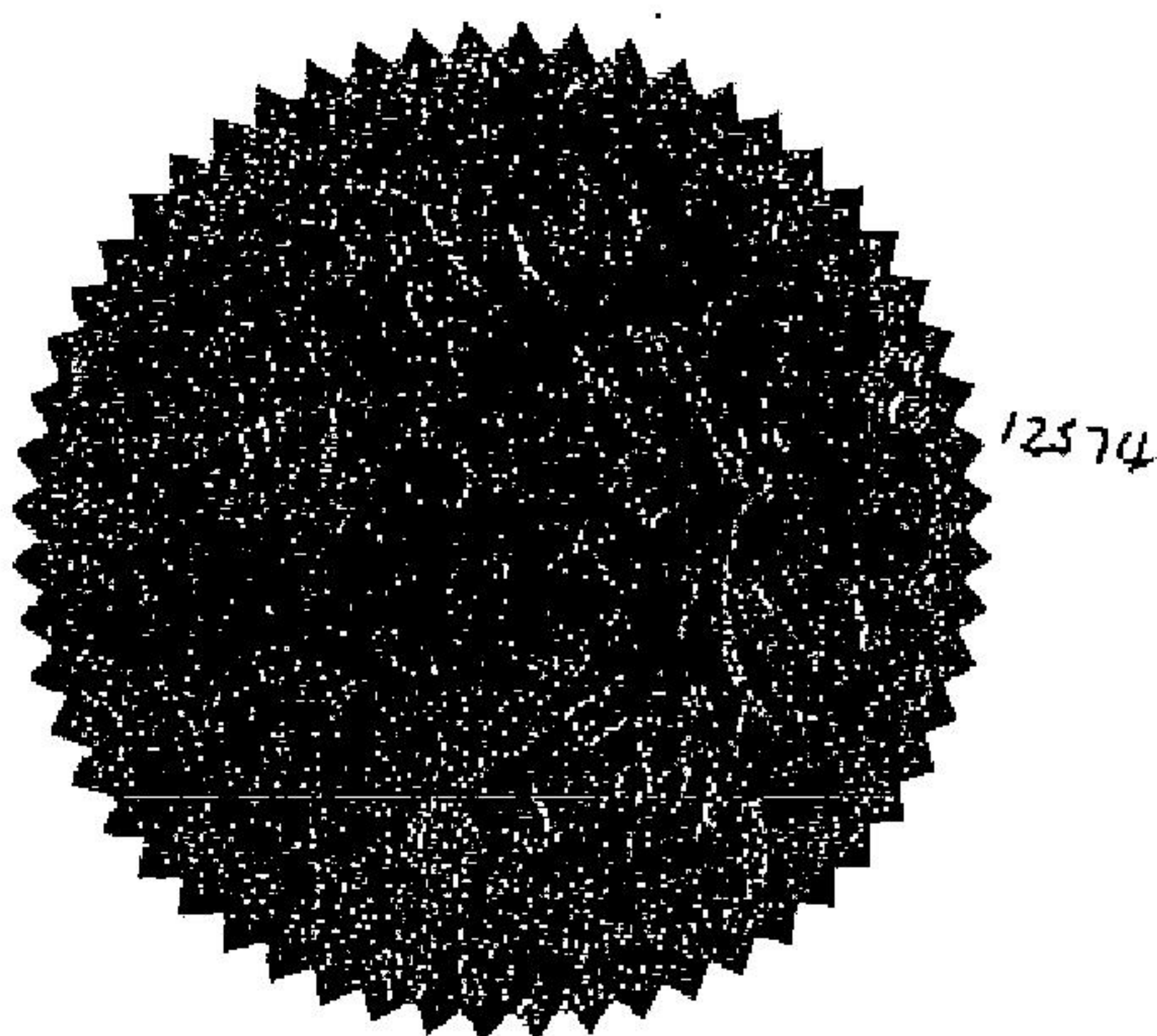
1. ALL previous agreements or undertakings between the parties hereto or their predecessors in title including the two agreements the first dated the eleventh day of November One thousand nine hundred and seventy four between the Council (1) Philip Manning Goodwin and others (2) and the other dated the twenty third day of September One thousand nine hundred and eighty three between the Council (1) and Parsifal Limited (2) concerning the use of the site are hereby revoked

2. THE expression "the Council" "the Company" and "the Association" shall include their respective successors in title and persons deriving title under them

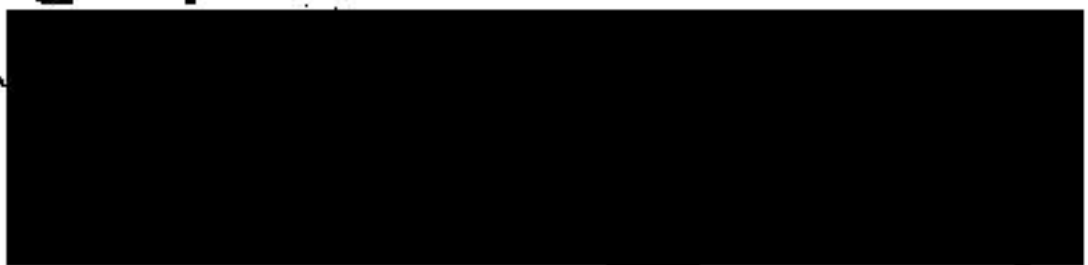
3. The site shall be used only for purposes of a farm and or nursery and or market garden and or for horticultural and agricultural purposes and or (and in pursuance of the activities of the Community) for purposes of residential accommodation including ancillary amenity and recreation land for (a) members of the Community participating in the activities of the Community there (b) members of their respective families or households residing with them and (c) trainees students or employees studying or working at the site with the Community and for purposes of cultural social recreational educational and other activities of the Community but for no other purposes whatsoever

4. In the event of the Company and the Association or either of them disposing of any or all of the areas of land shown hatched blue on the plan annexed hereto then the Council subject to any necessary planning permission being obtained will not unreasonably withhold consent to the release of the said area or areas of land from the terms of this Agreement

IN WITNESS whereof the Council the Company and the Association have set their respective common seals hereto the day and year first before written



THE COMMON SEAL of MID SUSSEX DISTRICT COUNCIL was hereunto affixed this 29th day of December 1988 in the presence of:-


Authorised Officer

THE COMMON SEAL of CARBONEK)
HOUSING ASSOCIATION LTD was hereunto)
affixed in the presence of:-

Director

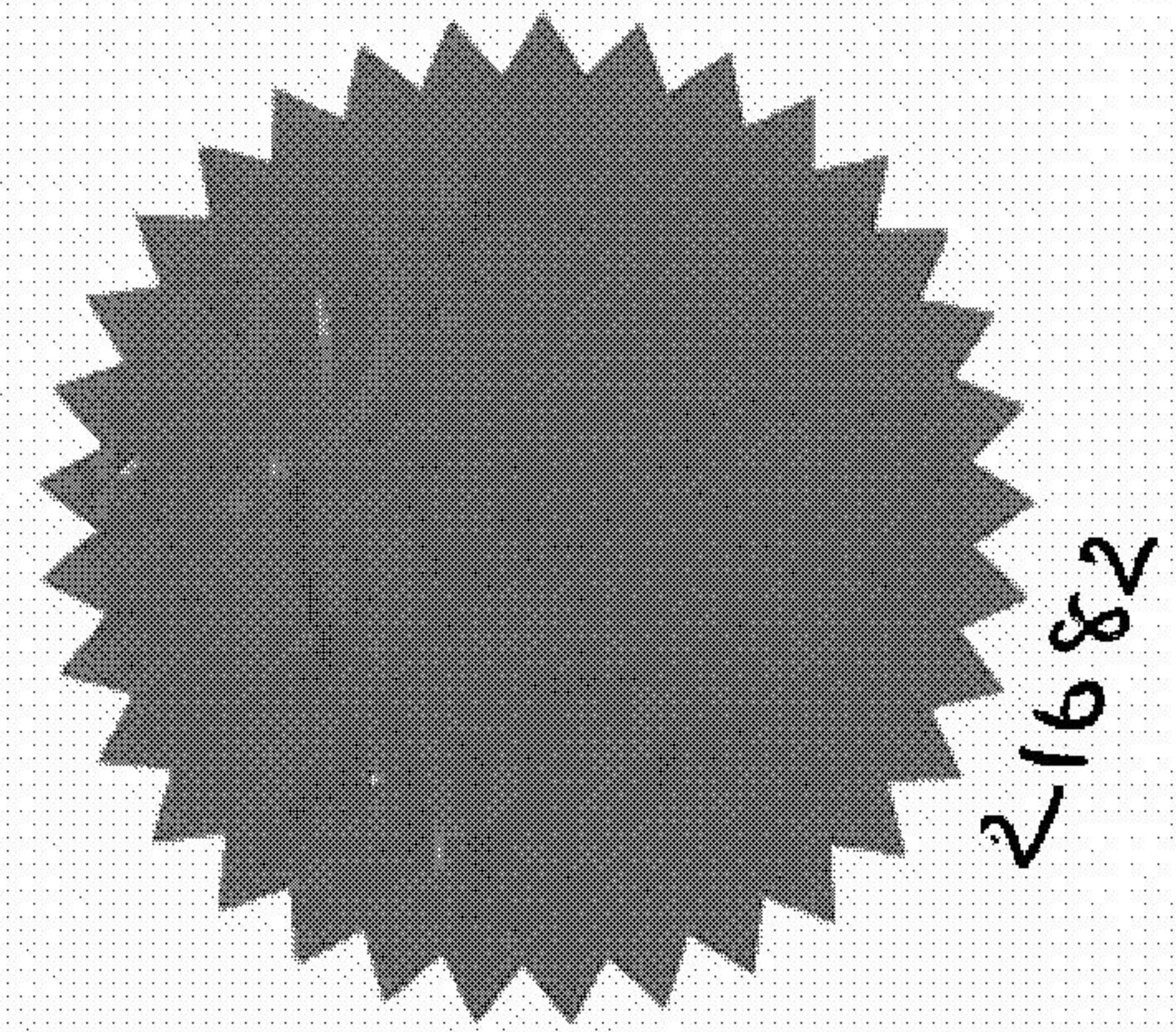
Secretary

THE COMMON SEAL of CARBONEK LAND)
COMPANY LTD was hereunto affixed in)
the presence of:-)

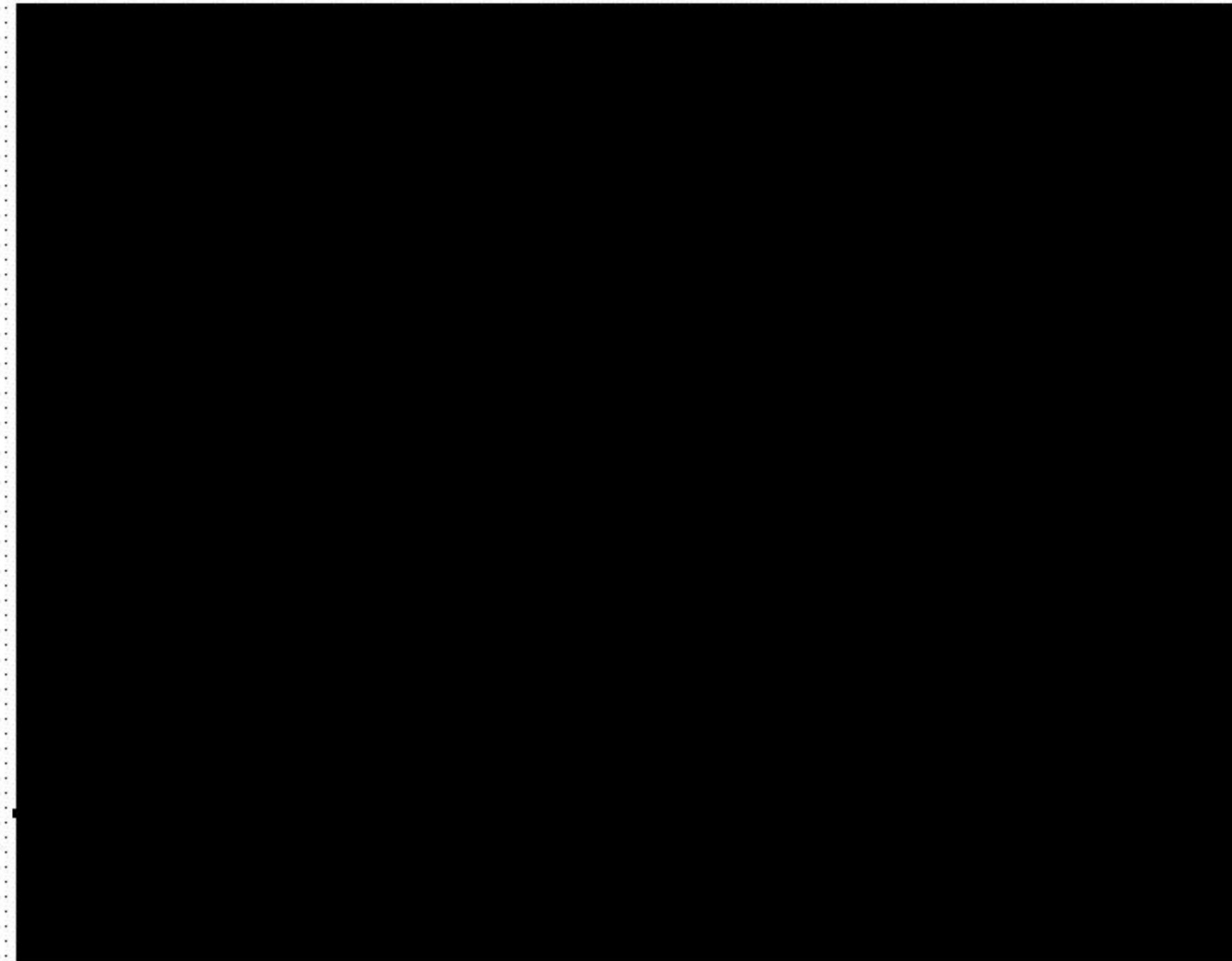
Director

Secretary

Executed as a Deed by
affixing the Common Seal of
MID SUSSEX DISTRICT COUNCIL
in the presence of:-



Authorised Officer

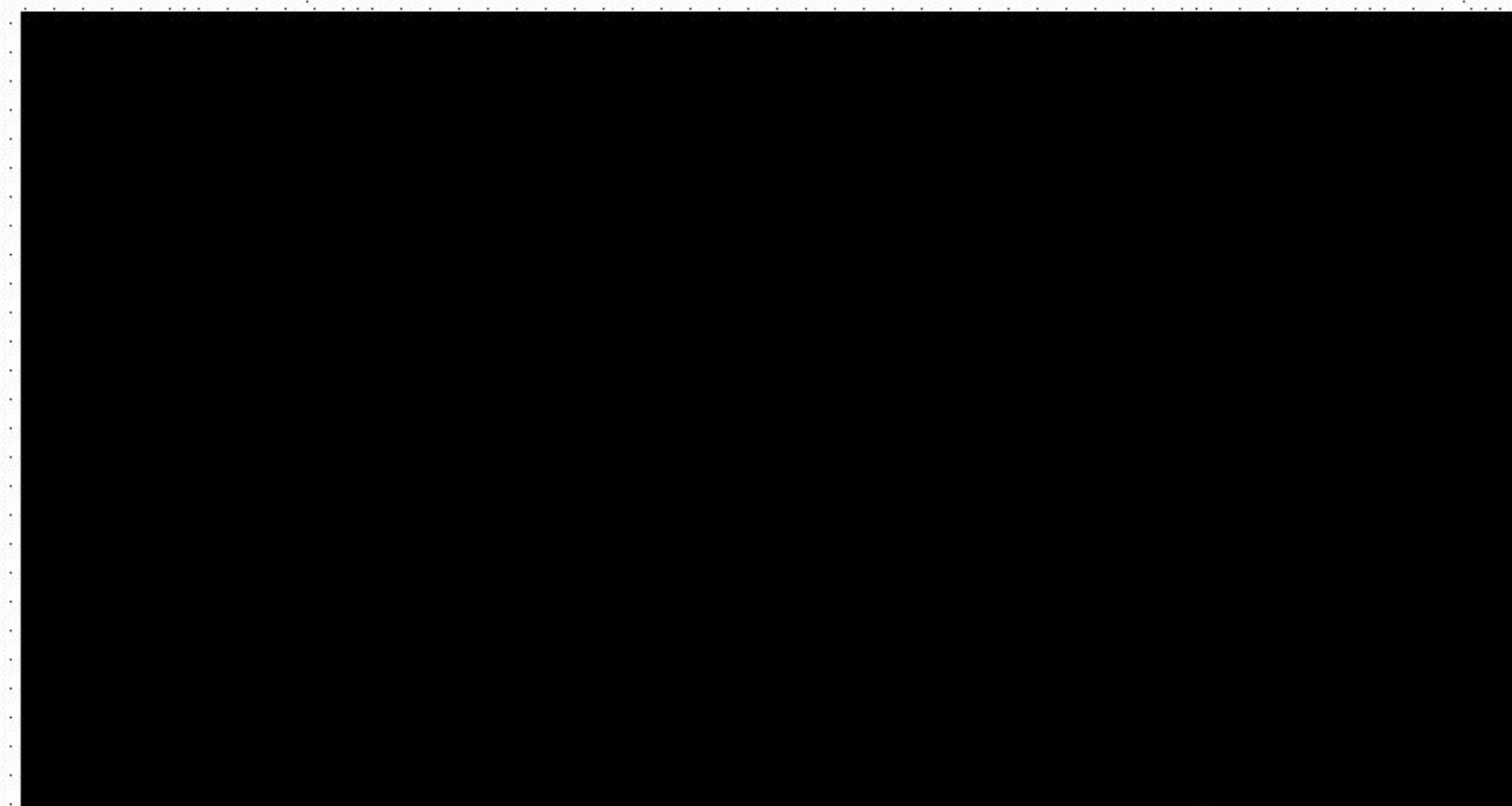


Executed as a Deed by
MARTYN SYMES

.....
in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS)
Address

Occupation

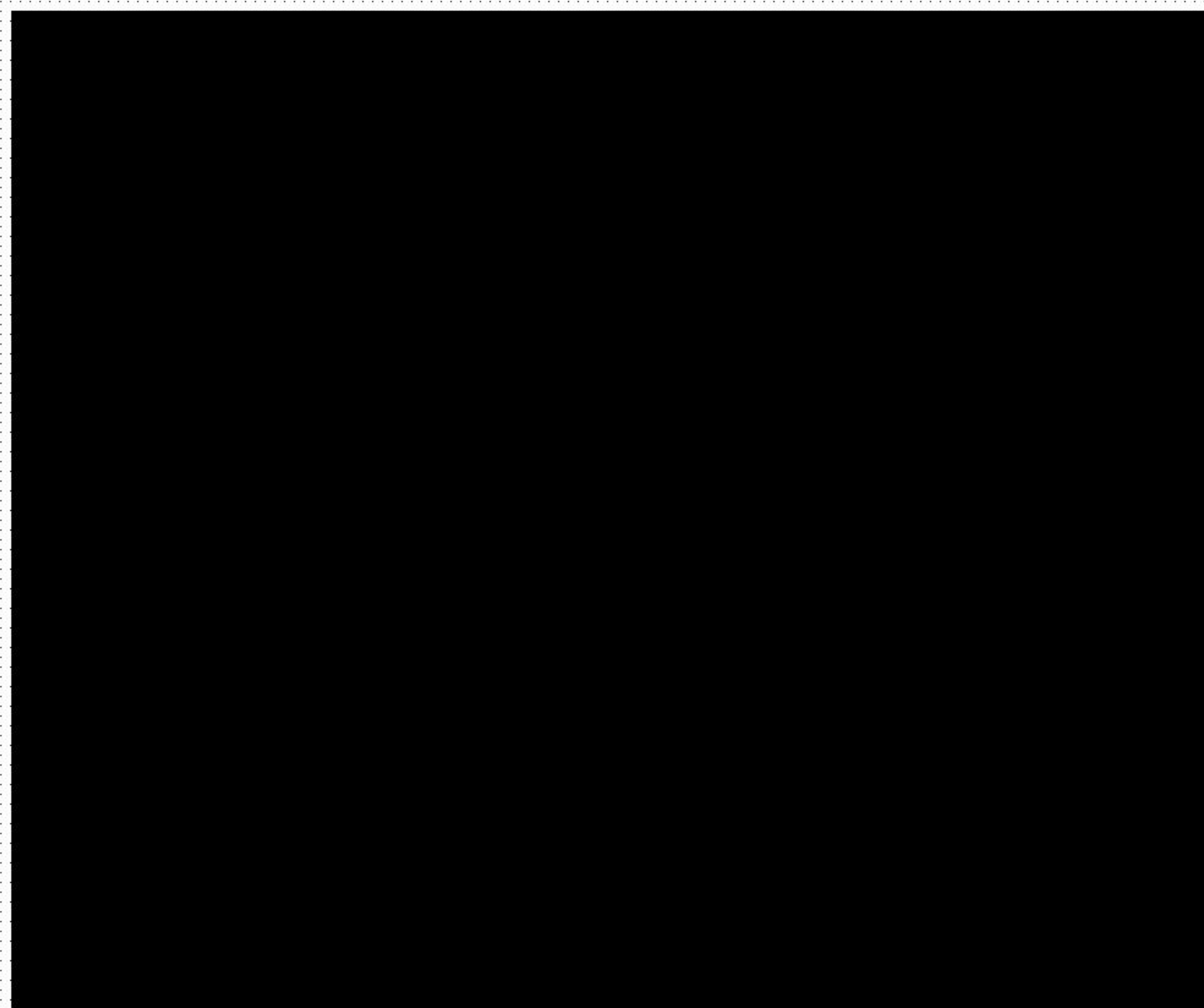


Executed as a Deed by
Executed as a Deed by
ANNABELLE JANE DYTHAM

in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS)
Address

Occupation



.....
.....
in the presence of:-

Signature of witness
Name (in BLOCK CAPITALS)
Address
.....
Occupation

Executed as a deed by
HOATHLY HILL ASSOCIATION LIMITED
acting by two directors

Director name

Director signature

Director name

Director signature

