



TLT LLP
One Redcliff Street
Bristol
BS1 6TP

Your Ref:

Our Ref: LS/9526

Dear Sir,

Re: Deed of Variation S106 Lees Yard

Further to your correspondence with Linda Saunders, I am pleased to enclose within a completed copy of the deed of variation.

Yours faithfully,

Linda Saunders
Locum Planning Solicitor
Legal Services
Arun District Council

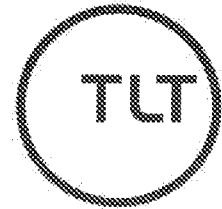
Arun District Council
Civic Centre
Maltravers Road
LITTLEHAMPTON
BN17 5LF

Tel: 01903 737500
DX 57406 LITTLEHAMPTON
email: linda.saunders@arun.gov.uk
www.arun.gov.uk

01.06.2023

Please ask for:

Linda Saunders
Legal Services



Deed of Variation

under Section 106 and Section 106A
of the Town & Country Planning Act
1990

relating to land at Land North of
Lees Yard, Willows Caravans Lidsey
Road, Woodgate, Westergate West
Sussex PO20 3SU

Planning ref: AL/1/23/PO

- (1) ARUN DISTRICT COUNCIL
- (2) SOUTHERN HOME OWNERSHIP
LIMITED

Dated 1 June 2023

One Redcliff Street
Bristol BS1 6TP


www.TLTsolicitors.com
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Schedules

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Appendices

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This Deed of Variation is made the 1 day of June 2023

Between:

- (1) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN 17 5LF (**Council**)
- (2) SOUTHERN HOME OWNERSHIP LIMITED (Company number IP18521R) whose registered address is Fleet House, 59-61 Clerkenwell Road, London, England, EC1M 5LA (**Owner**)

Now this deed witnesses as follows:

1 Definitions and interpretation

- 1.1 Terms and expressions defined in the Principal Agreement shall unless the context otherwise requires have the same meaning when used in this Deed of Variation.

2 Legal effect

- 2.1 The covenants conditions and other provisions contained in the Principal Agreement save as varied and supplemented by this Deed of Variation are hereby ratified and confirmed and shall continue to have full force and effect.
- 2.2 This Deed shall come into effect immediately on the date hereof.

3 Background

- 3.1 This Deed of Variation is made by agreement under Section 106A of the Act and is supplemental to a Section 106 Agreement dated 30 October 2020 entered into by Arun District Council and Woodgate Way Limited (the **Principal Agreement**)
- 3.2 On 30 October 2020 the Council granted planning permission (reference AL/21/20/OUT) for the Development (the **Original Permission**)
- 3.3 The Council is a Local Planning Authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to the provision of the Principal Agreement
- 3.4 The Owner acquired the Land on 23 November 2021. The application to register the transfer was submitted and is being processed by the Lands Registry against title number WSX223217
- 3.5 The Owner submitted application reference AL/1/23/PO to the Council being an application to modify the Principal Agreement. Application AL/1/23/PO was approved by the Council on 21 March 2023
- 3.6 Pursuant to section 106A of the Act the parties wish to vary the Principal Agreement as set out below

4 Definitions

- 4.1 The following definitions apply to this Deed of Variation:

 "Deed of Variation" means this deed
- 4.2 The definitions in the Principal Agreement apply to this Deed of Variation save as modified herein.

5 Variation of terms of the Principal Agreement

5.1 The Principal Agreement shall be varied by the terms of this Deed of Variation as follows:

5.1.1 The following definitions in the Principal Agreement shall be amended as follows:

"Affordable Dwelling"	means no less than twelve (12) Dwelling Units equal to no less than 30% of the Dwellings on the Site to be provided as Affordable Housing
"Affordable Rented Housing Units"	means no less than twelve (12) Dwelling Units which shall be provided as Affordable Rented Housing
"Land"	means land known as Land North of Lees Yard Lidsey Road Woodgate West Sussex PO20 3SU shown for on the Location Plan attached hereto as Appendix 2 and being registered at the Land Registry under the title number WSX223217
"Open Market Units"	means the Dwelling Units that are not Affordable Dwellings but which may be used as affordable dwellings
"Open Space"	means no less than 2,675m ² of open space and amenity space to be provided within the Development in accordance with the Open Space Scheme approved by the Council
"Registered Provider"	means a provider of Affordable Housing pursuant to the Housing and Regeneration Act 2008, or who is on the Arun District Council list of Approved Registered Providers or specifically approved by the Council in writing for the purposes of this Agreement or who is Southern Home Ownership

5.1.1 The term 'Y/40/17/OUT' shall be deleted from the definition 'Application' and replaced with 'AL/21/20/OUT'.

5.1.2 The words 'at least' shall be inserted after the word 'provided' and before the word 'twelve' in paragraph 1.1 of Part 1 of the First Schedule of the Principal Agreement

5.1.3 Paragraphs 1.5, 1.6, 1.7, 1.8 and 1.9 of Part 1 of the First Schedule of the Principal Agreement shall be deleted and not replaced (and the numbering shall not be adjusted to reflect these deletions).

5.1.4 Paragraph 1.10 of Part 1 of the First Schedule of the Principal Agreement shall be deleted and replaced with:

NOMINATION RIGHTS		
1.10	To procure that the Registered Provider grants Nomination Rights to the Council (through compliance with paragraph 1.10.4 below) to the First Occupation of the	

		<i>Affordable Housing Units PROVIDED THAT if the Council do enter into the Nomination Agreement then the Registered Provider shall in seeking to allocate the Affordable Rented Housing Units have regard to the Allocations Policy PROVIDED ALWAYS THAT if the proposed allocation for any individual Affordable Rented Housing Unit in accordance with Allocations Policy has not been agreed within 10 (ten) Working Days the occupation of that Affordable Rented Housing Unit shall be determined by the Registered Provider in accordance with the following criteria:</i>
	1.10.1	<i>any family association in the District of Arun in accordance with any relevant housing allocation policy;</i>
	1.10.2	<i>Any period of ordinary residence in the District of Arun not immediately before the date on which any Affordable Rented Housing Unit becomes vacant;</i>
	1.10.3	<i>Any employment opportunity in the District of Arun;</i>
	1.10.4	<i>Any other connection with the District of Arun</i>
		<i>and for the avoidance of doubt the satisfaction of such criteria hereof shall be determined by the Registered Provider.</i>

- 5.1.5 The definition 'Chargee' shall be deleted and shall not be replaced.
- 5.1.6 The definition 'Disposal' shall be deleted and shall not be replaced.
- 5.1.7 The definition 'Mortgagee' shall be deleted and shall not be replaced.
- 5.1.8 Clause 8.7 shall be deleted and shall not be replaced.
- 5.1.9 Schedule 1 Part 1 paragraph 1.13.1 shall be deleted and replaced with:
- 1.13.1 Notwithstanding Clause 8.8 the affordable housing provisions in Part 1 of this Schedule shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the [affordable dwellings] or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- 1.13.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 13.1.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions

5.1.10 The Indicative Proposed Site Plan at Appendix 3 shall be deleted and not replaced.

6.1 The Owner hereby agrees to pay the Council on completion of this Deed the Council's reasonable legal costs in connection with the negotiation and completion of this Deed.

6.2 This Deed of Variation shall be registered in the Register of Local Land Charges on completion.

7.1 It is hereby agreed between the parties hereto that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title or assigns or successor bodies) shall have the rights under or be able to enforce the provisions of this Deed.

7.2 Except as varied by this Deed, the terms of the Principal Agreement as already varied are confirmed and continue in full force and effect.

EXECUTED AS A DEED by _____)
affixing THE COMMON SEAL of _____)
ARUN DISTRICT COUNCIL in the presence of _____)


PROPERTY MANAGER

Director/Secretary

