

DATED THIS 13th DAY OF APRIL 2018

ARUN DISTRICT COUNCIL (1)

and

BCL PROPERTY MANAGEMENT LIMITED (2)

DEED OF VARIATION

under Sections 106 and 106 A of the Town and
Country Planning Act 1990 in relation to land at
Zacleigh Kings Parade, Aldwick, West Sussex.
PO21 2QR

Planning Ref: AW/314/17/PO

Legal Services
Arun District Council
Civic Centre
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
Ref: 6573/JC

Dated 13th DAY OF APRIL 2018

PARTIES

- 1 ARUN DISTRICT COUNCIL of Civic Centre, Maltravers Road, Littlehampton, West Sussex. BN17 5LF ("the Council")
- 2 BCL PROPERTY MANAGEMENT LIMITED of 314 Main Road, Romford, Essex. RM2 6PA ("the Owner")

WHEREAS

- 1 The Council is the Local Planning Authority for the area in which the Land is situated.
- 2 The Owner is the Freehold Owner of the Land held under title number
- 3 On 3rd September 2014 the Owner entered into a Unilateral Undertaking under Section 106 of the Town and Country Planning Act 1990 ("the Undertaking")
- 4 The Owner has made application for the variation of the Undertaking
- 5 The Owner and the Council have agreed to enter into this agreement and have agreed to comply with the terms and conditions contained herein
- 6 This Agreement is made by way of a Deed

NOW THIS DEED WITNESSETH:

1 INTERPRETATION

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

1.1 Definitions

- | | | |
|-------|------------|--|
| 1.1.1 | "the Act" | means the Town and Country Planning Act, 1990 (as amended) |
| 1.1.2 | "Land" | means the land at Zacleigh Kings Parade Aldwick West Sussex PO21 2QR |
| 1.1.3 | "Original" | means the unilateral undertaking |

Undertaking"

entered into by the Owner in favour of
the Council dated 3rd September 2014

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed
- 1.3 Clause headings shall not affect the interpretation of this deed.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 Unless the context otherwise requires, all words and phrases defined in the Original Agreement shall have the same meaning in this deed
- 1.8 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.9 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.
- 1.10 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision
- 1.11 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

2 STATUTORY PROVISION

This deed is made pursuant to the provisions of sections 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism

Act 2011 and any other enabling powers.

3 VARIATIONS TO THE ORIGINAL AGREEMENT

The Original Undertaking shall be discharged and cease to have effect from the date of this Agreement

4 LOCAL LAND CHARGE

4.1 This Deed shall not be registered as a Local Land Charge

4.2 The Original Undertaking shall cease to be a Local Land Charge and shall be removed from the Local Land Charges Register

5 COUNCIL COSTS

The Owner shall pay to the Council on or before the date of completion of this Deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

6 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.

7 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.

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

The common seal of ARUN DISTRICT COUNCIL

was affixed to this document in the presence of:

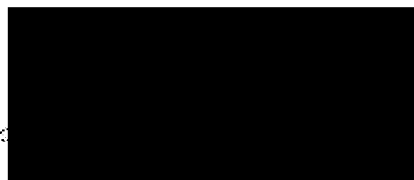


EDWARD O'BRIEN
PROPERTY LAWYER

Authorised signatory

Seal Register: 147/2018

Signed as a deed by BCL PROPERTY
MANAGEMENT LIMITED



[Signature of Director]



[Signature of Secretary]

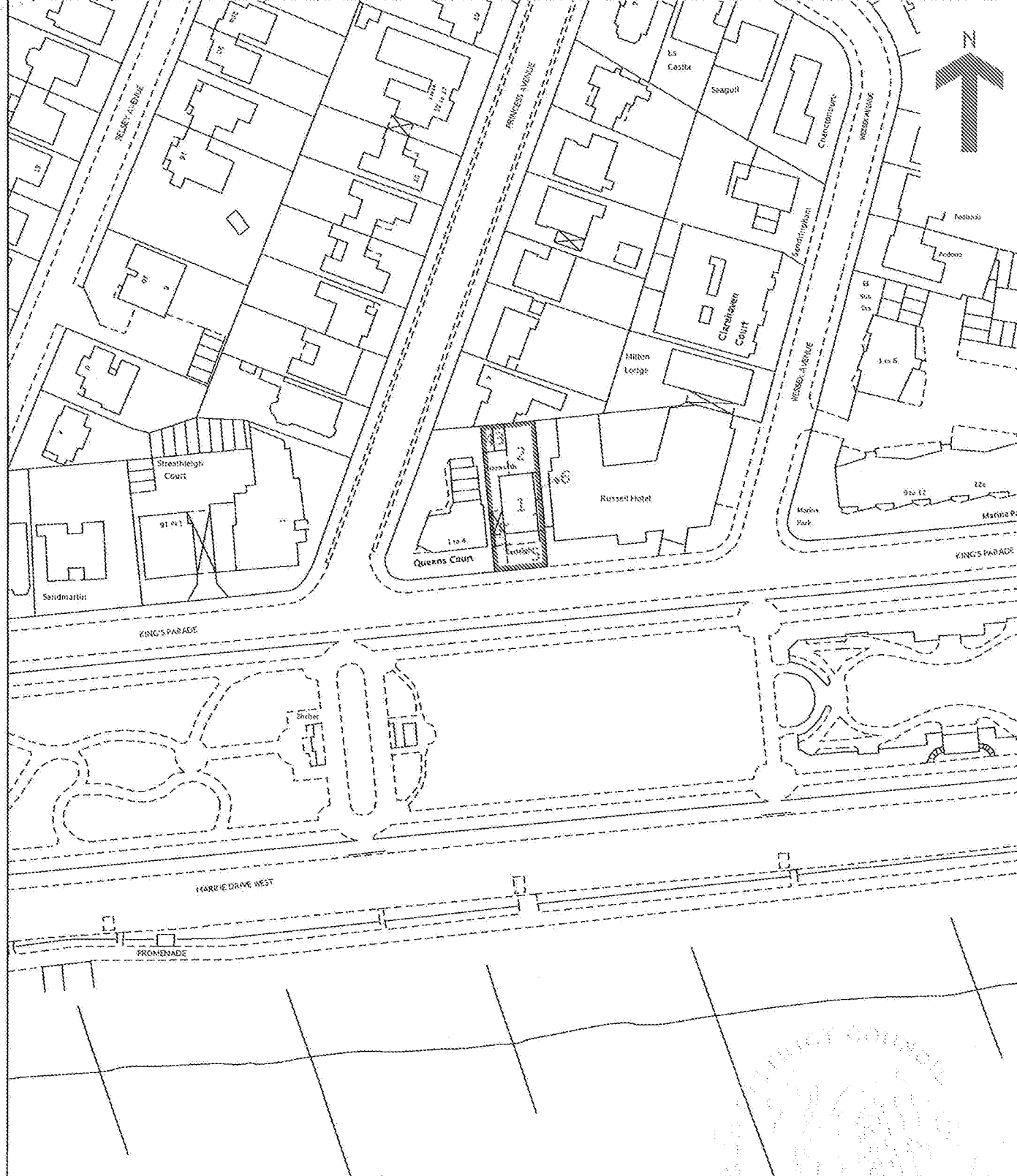
in the presence of:



[SIGNATURE OF WITNESS]

A. BAYTON
316 MAIN ROAD
GIDEA PARK
ROMFORD
ESSEX RM2 6PA - HOUSEWIFE

[NAME, ADDRESS AND OCCUPATION OF
WITNESS]



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