

DATED

15th January

2017/18

(1) ARUN DISTRICT COUNCIL

- and -

**(2) SALLY ANNE KIRSAN, NICHOLAS JOHN
LIACKMAN PALMER, EMMA LEONE
LIACKMAN PALMER AND LEONE PATRICIA
PALMER**

DEED OF VARIATION

under Section 106A of the Town & Country Planning Act 1990 relating to land on
the west side of Arundel Road, Angmering, Littlehampton, West Sussex

Delwyn Jones LLB
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF

Ref: PO/VAR

THIS DEED OF VARIATION/DISCHARGE is made the 15th day of January 2018

BETWEEN:

- | | | |
|-----|---------------|--|
| (1) | "the Council" | Arun District Council of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF; and |
| (2) | "the Owner" | Sally Anne Kirsan of 1 Church Cottage, The Street, Compton, Guildford GU3 1EG, Nicholas John Liackman Palmer, Emma Leone Liackman Palmer and Leone Patricia Palmer of 2 Church Cottage, The Street, Compton, Guildford GU3 1EG |

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:

- 1.1 "the Original Agreement" means an agreement made pursuant to section 106 of the Act on 21 December 2016 between (1) the Owner and (2) the Council;
- 1.2 all other terms used shall have the meaning given in the Original Agreement.

2. Recitals

- 2.1 The Owner is the registered proprietor under title number SX33262 of the land on the west side of Arundel Road Angmering Littlehampton.
- 2.2 The Council is the local planning authority and the local housing authority for the area within which the Land is situated and the appropriate statutory body to enforce this deed for the purposes of section 106 of the Act.
- 2.3 The Planning Permission was granted on 21 December 2016 for an outline planning application with some reserved matters for 9 one and a half storey houses with garaging, including 3 affordable housing units (reference A/131/16/OUT).
- 2.4 This Deed varies the Original Agreement.
- 2.5 The Council and the Owner agree to the deletion of the Affordable Housing provisions from the Original Agreement and agree to join in this Deed to give effect to such agreement.

3. Interpretation

In this Deed:

- 3.1 words importing the masculine include the feminine and vice versa;
- 3.2 words importing the singular include the plural and vice versa;

- 3.3 words importing persons include companies and corporations and vice versa;
- 3.4 wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually;
- 3.5 unless otherwise specified any reference to a clause or schedule or plan is to one in to or attached to this Deed;
- 3.6 in the absence of contrary provision to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it;
- 3.7 references to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions.

4. Operative powers

The Council enters into this Deed under its powers contained in section 106A of the Act and section 111 of the Local Government Act 1972 and all other powers enabling.

5. Variation

- 5.1 From the date hereof the Council and the Owner AGREE that the Original Agreement shall be varied in that:-
- a. Clause 5 be deleted;
 - b. Schedule 3 be deleted;
 - c. Schedule 4 be deleted; and
 - d. The following definitions shall be deleted:
 - i. "Affordable Housing Land Sale Contract"
 - ii. "Affordable Housing Standard"
 - iii. "Community Infrastructure Levy Regulations"
 - iv. "Qualifying Occupiers"
 - v. "Registered Provider"

- 5.2 The Original Agreement shall otherwise continue in full force and shall have the same legal effect as before this amendment or variation.

6. Costs

The Owner shall pay the Council's reasonable legal costs incurred in preparing and entering into this Deed up to a maximum of £2,000 on completion of this Deed.

7. Local Land Charge

The Original Agreement is a local land charge and this Deed shall be entered in the relevant register by the Council so as to record the variation.

8. Right to develop

Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9. General

The parties agree that:

- 9.1 nothing in this Deed constitutes an obligation to grant planning permission;
- 9.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function;
- 9.3 nothing in this Deed fetters or restricts the exercise by the Council or any of its powers;
- 9.4 this Deed is enforceable by the Council;
- 9.5 nothing in this Deed confers or is intended to confer a benefit on a third party under the Contracts (Rights or Third Parties) Act 1999;
- 9.6 this Deed is a local land charge and shall be registered as such; and
- 9.7 no covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertakings or operational land as defined in Section 262 of the Act.

10 Arbitration

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing arising out of or connected with this Deed shall be referred to the decision of a single arbitrator (acting as an expert and not as an arbitrator) to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

11 Severability

The invalidity or unenforceability of any provisions of this Deed shall not effect the validity or enforceability of any other provision of this Deed, which shall remain in full force and effect.

12 Jurisdiction

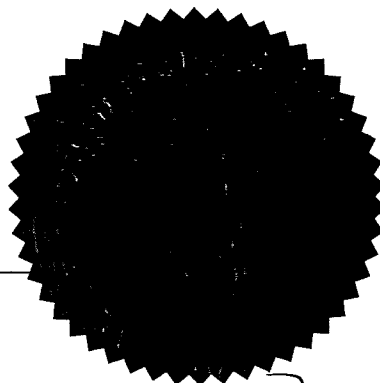
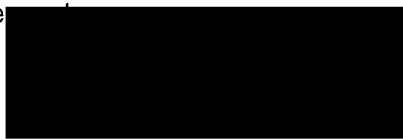
This Deed is governed by and interpreted in accordance with the laws of England and Wales.

13. Release

No person shall be liable for a breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to the rights of the Council in relation to any subsisting antecedent breach of those obligations or other provisions arising prior to parting with such interest.

IN WITNESS whereof the Council has hereunto caused its Common Seal to be affixed and the Owners have hereunto set their hands as a Deed the day and year first before written.

THE COMMON SEAL OF
Arun District Council was here
affixed in the presence of:



AUTHORISED SIGNATORY:

HELEN JANE ATKINSON
SOLICITOR

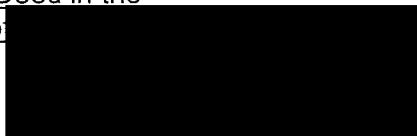
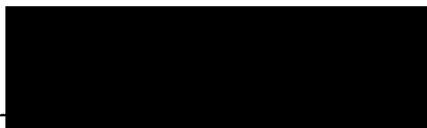
SEAL BOOK NO

09/2018

SIGNED by the said _____
as his Deed in the presence of: _____

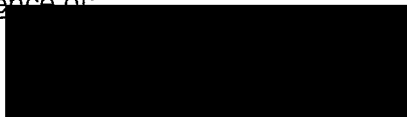
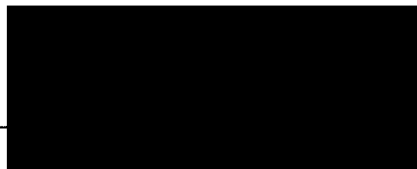
SIGNED by the said _____
as her Deed in the presence of: _____

SIGNED and DELIVERED
by Sally Anne Kirsan
as his/her Deed in the
presence of



RICK HOSBURN
31 KING'S BARN LANE
STEYNING
W. SUSSEX
BN44 3YR

SIGNED and DELIVERED
by Nicholas John Liackman Palmer
as his/her Deed in the
presence of:



RICK HOSBURN
31 KING'S BARN LANE
STEYNING
W. SUSSEX
BN44 3YR

605284762_5

SIGNED and DELIVERED

by Emma Leone Liackman Palmer
as his/her Deed in the
presence of:

RICK HOSBURN
31 KING'S BARN LANE
STEYNING
W. SUSSEX
BN44 3YR

SIGNED and DELIVERED

by Leone Patricia Palmer
as his/her Deed in the
presence of:

RICK HOSBURN
31 KING'S BARN LANE
STEYNING
W. SUSSEX
BN44 3YR