

dated 18th October 2020

Arun District Council

and

West Sussex County Council

and

Cala Management Limited

and

Saxon Weald Homes Limited

Deed to Vary Section 106 Agreement

in relation to land at West End Nursery, Roundstone Lane, Angmering,
Littlehampton BN16 4AX

Contents

	Page
1 Definitions and Interpretation	2
2 Legal Effect	2
3 Variation of the Principal Agreement	3
4 Local Land Charge	3
5 Jurisdiction	3
Schedule – Variations to Original Agreement	4

Deed of agreement

dated

15th October

2020

Parties

- (1) **Arun District Council** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF (the **District Council**);
- (2) **West Sussex County Council** of County Hall, West Street, Chichester, West Sussex, PO19 1RG (the **County Council**); and
- (3) **Cala Management Limited** (Company Registration Number SC013655) whose registered office is at Adam House 5 Mid New Cultins Edinburgh EH11 4DU (**Cala Management**); and
- (4) **Saxon Weald Homes Limited** (Co. Regn. No. 03847737) of Saxon Weald House, 38-42 Worthing Road, Horsham RH12 1DT (**Saxon Weald**)

Recitals

- (A) This Third Deed of Variation varies and is supplemental to the Principal Agreement and is entered into pursuant to Section 106 and 106A of the Town and Country Planning Act 1990
- (B) Cala Management owns the freehold interest in part of the Site (as defined in the Principal Agreement) registered at the Land Registry with title absolute under title number WSX31476 (known as Clusters 5 and 6) save for any transfer to individual owner/occupier out of WSX31476 which are pending registration as at the date of this deed.
- (C) Saxon Weald owns the freehold interest in part of the Site (as defined in the Principal Agreement) registered at the Land Registry with title absolute under title numbers WSX387549, WSX398995 and WSX407324
- (D) The District Council is the local planning authority for the purposes of Section 106 of the 1990 Act for the area in which the Site is situated and is entitled to enforce the obligations covenants and restrictions contained in the Principal Agreement.
- (D) The County Council is the local highway authority and is responsible for education functions the purposes of the 1980 Act and Education Acts respectively for the areas within which the Site is situated and is entitled to enforce the obligations covenants and restrictions contained in the Principal Agreement.
- (E) The Principal Agreement contains planning obligations relating to the Development (as defined in the Principal Agreement) approved by the Planning Permission (as defined in the Principal Agreement).
- (F) The Parties have agreed to enter into this Third Deed of Variation to amend certain provisions within the Principal Agreement relating to the Sports Pitches Contribution (as defined in the Principal Agreement).

Operative Clauses

1 Definitions and Interpretation

1.1 In this Third Deed of Variation where the context so admits:

- 1.1.1 references to clauses, paragraphs and schedules are references to those in the Original Agreement;
- 1.1.2 words and phrases whose meanings are not set out in clause 1.1.3 below or varied by this Third Deed of Variation have the same meanings as in the Principal Agreement; and
- 1.1.3 the following expressions shall have the meanings set out below:

Cala Management Land means the freehold land registered with title number WSX31476;

First Deed of Variation means the deed of variation made between the District Council (1) the County Council (2) and Cala Management Limited (3) in respect of the Site entered into pursuant to section 106 and section 106A of the 1990 Act dated 20 December 2016

Original Agreement means the agreement between the District Council (1) the County Council (2) and Cala Management Limited (3) in respect of the Site entered into pursuant to section 106 of the 1990 Act dated 1 June 2016;

Principal Agreement means the Original Agreement as varied by the First Deed of Variation and the Second Deed of Variation

Parties means the parties to this Third Deed of Variation and **Party** shall be construed accordingly.

Saxon Weald Land means the freehold land registered with title numbers WSX387549, WSX398995 and WSX407324 comprised in the transfers dated 21 December 2016, 23 March 2018 and 18 February 2019 between Cala Management and Saxon Weald and the leasehold interests demised by the leases of plots 208-214 inclusive (known as Cluster 5)

Second Deed of Variation means the agreement between the District Council (1) the County Council (2) Cala Management Limited (3) and Saxon Weald Homes Limited (4) in respect of the Site entered into pursuant to section 106 of the 1990 Act dated 6 December 2018

2 Legal Effect

- 2.1 This Third Deed of Variation varies the Principal Agreement and relates to and binds the Cala Management Land and the Saxon Weald Land and is made pursuant to the provisions of sections 106 and 106A of the 1990 Act and is a planning obligation for the purposes of section 106 of the 1990 Act. Insofar as the provisions hereof do not constitute planning obligations for the purposes of section 106 of the 1990 Act this Third Deed of

Variation is also entered into pursuant to section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other powers enabling the District Council and County Council thereunto.

2.2 The planning obligations in this Third Deed of Variation are enforceable by the District Council as local planning authority and the County Council as the local highway authority and authority responsible for education functions

2.3 The Artificial Turf Contribution as defined in the Principal Agreement was paid by Cala Management to the Council (together with Indexation thereon) on 31st October 2018

3 Variation of the Principal Agreement

3.1 It is hereby agreed between the Parties that the Principal Agreement is varied in the manner set out in the Schedule with effect from the date of this Third Deed of Variation.

3.2 Save as expressly varied by this Third Deed of Variation the Principal Agreement shall remain in full force and effect.

3.3 Where any obligation under the Principal Agreement has been complied with that obligation shall be deemed to have been complied with under the Principal Agreement as varied by this Third Deed of Variation.

4 Local Land Charge

This Third Deed of Variation is a local land charge and shall be registered as such by the Council.

5 Jurisdiction

This Third Deed of Variation is governed by and interpreted in accordance with the law of England.

Schedule

Variations to Original Agreement

1. The Second Schedule of the Original Agreement (as varied by the First Deed of Variation and the Second Deed of Variation) shall be varied as follows in relation to the Saxon Weald Land and the Cala Management Land:

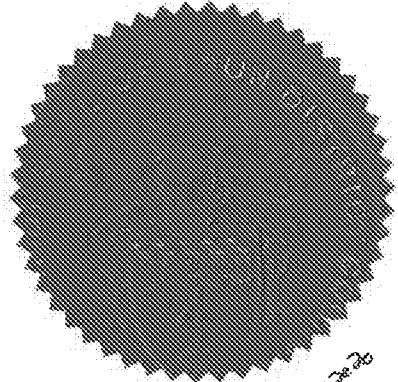
- 1.1 Paragraphs 6.3 and 6.4 shall be deleted entirely and replaced with the following:

"6.3 To pay the District Council 50% of the Sports Pitches Contribution, being a financial contribution towards matters specified in the Fourth Schedule on or before the Occupation of the 236th Dwelling

6.4 Not to cause or allow the Occupation of the 236th Dwelling to occur before the Sports Pitches Contribution shall have been paid in full"

This Third Deed of Variation has been executed by the Parties as a Deed but not delivered until the date stated at the beginning.

Executed as a Deed by affixing the)
Seal of of ARUN DISTRICT)
COUNCIL in the presence of:)



Authorised signatory signature
Authorised signatory name EDWARD O'BRIEN
Authorised signatory job title PROPERTY LAWYER

Executed as a Deed by affixing the)
Common Seal of of WEST SUSSEX)
COUNTY COUNCIL in the presence of:)



Authorised Officer:



EXECUTED as a deed by

CALA MANAGEMENT LIMITED

acting by

and by

as Attorney of CALA Management Limited

Attorney:

Attorney:

In the presence of:

Witness signature

Witness Name:

Witness Address: 69 AGRARIA ROAD, GUILDFORD, GU2 4LG

Witness Occupation: MARKETING MANAGER

EXECUTED AS A DEED by

affixing the common seal of

SAXON WEALD

in the presence of

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