



dated *6th December* 2018

Arun District Council

and

West Sussex County Council

and

Cala Management Limited

and

Saxon Weald Homes Limited

Deed to Vary Section 106 Agreements

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

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Trowers & Hamlins LLP
3 Bunhill Row
London
EC1Y 8YZ

trowers & hamlins

Deed of agreement

dated

6th December

2018

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 Second 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 Original Agreement and First Deed of Variation) registered at the Land Registry with title absolute under title number WSX31476 (known as Clusters 5 and 6).
- (C) Saxon Weald owns the freehold interest in part of the Site (as defined in the Principal Agreement) pursuant to transfers dated 21 December 2016 and 23 March 2018 and has an interest in part of the Site (known as Cluster 6) pursuant to an agreement dated 21 December 2016 and further has a leasehold interest in part of the Site (known as Cluster 5) pursuant to a suite of leases dated 21 December 2016.
- (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 local education authority for 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 Second Deed of Variation to amend certain provisions within the Principal Agreement relating to the Affordable Housing (as defined in the Principal Agreement).

Operative Clauses

1 Definitions and Interpretation

1.1 In this Second 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 Second 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 excluding the Saxon Weald Land;

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

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

Saxon Weald Land means the freehold land comprised in the transfers dated 21 December 2016 and 23 March 2018 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 this deed

2 Legal Effect

- 2.1 This Second 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 Second 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 Second Deed of Variation are enforceable by the District Council as local planning authority and the County Council as the local highway authority and local education authority.

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 Second Deed of Variation.
- 3.2 Save as expressly varied by this Second 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 Second Deed of Variation.

4 Local Land Charge

This Second Deed of Variation is a local land charge and shall be registered as such.

5 Jurisdiction

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

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

Schedule

Variations to Original Agreement

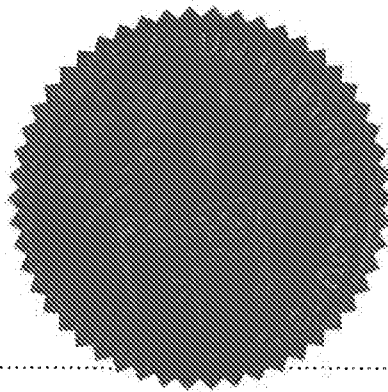
Schedule 2 of the Original Agreement (as varied by the First Deed of Variation) shall be varied as follows in relation to the Saxon Weald Land and the Cala Management Land:

Paragraphs 1.14.1 and 1.14.1(i) and 1.14.1(ii) and 1.14.1(iii) shall be deleted entirely and replaced with the following new paragraph 1.14.1

"1.14.1 not to dispose of an Intermediate Unit other than:

- (i) by way of a mortgage or charge; or*
- (ii) as an Intermediate Unit which shall not be disposed of other than to persons who have been identified as eligible for assistance within the eligibility criteria of the Help to Buy Scheme or equivalent managed by the Help to Buy Agent"*

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



278/2018

Authorised signatory signature

[Redacted Signature]

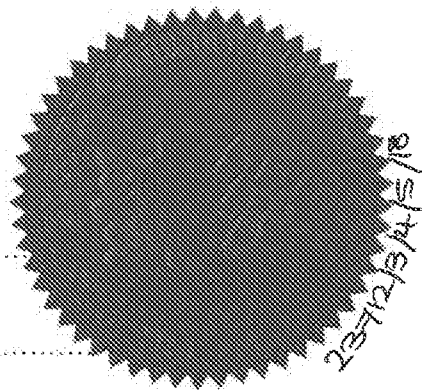
Authorised signatory name

EDWARD STANLEY

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:

[Redacted Signature]

Authorised Officer:

EXECUTED as a deed by

CALA MANAGEMENT LIMITED

acting by

and by

as Attorney of CALA Management Limited

[Redacted Signature]

HR
CINEM

In the presence of:

[Redacted Signature]

Witness signature:

Witness Name:

STUART TOWNSEND

Witness Address:

56, OAKHILL, NEW ARDREAR, HAMPS

Witness Occupation:

PLANNING & DESIGN DIRECTOR

Executed as a Deed by)
SAXON WEALD HOMES LIMITED)
acting by:)

Director

Director/Secretary

