

DATED

2013

WEST SUSSEX COUNTY COUNCIL

-and-

ARUN DISTRICT COUNCIL

-and-

WEST SUSSEX COUNTY COUNCIL

THIRD DEED OF VARIATION of a Unilateral Undertaking made under Section 106 of the Town and Country Planning Act 1990 dated 4 August 2010 as varied by a First Deed of Variation dated 19 October 2010 and a Second Deed of Variation dated 12 September 2012

Land known as ANGELS NURSERY
on the South West side of Yapton Road,
Barnham, West Sussex

THIS THIRD DEED OF VARIATION is made the day of

2013

BETWEEN

- (1) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street,
Chichester, West Sussex, PO19 1RQ ("the Owner")
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road,
Littlehampton, West Sussex, BN17 5HF ("the Council")
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street,
Chichester, West Sussex, Po19 1RQ ("the County Council")

RECITALS

1. BY a Deed of Unilateral Undertaking made pursuant to Section 106 of the act dated 4 August 2010 (hereinafter referred to as the "Unilateral Undertaking") and as varied by a FIRST DEED OF VARIATION made 19 October 2010 and as further varied by a SECOND DEED OF VARIATION made 12 September 2012 and both given or agreed by West Sussex County Council to Arun District Council and West Sussex County Council the development of the Land as described in the Unilateral Undertaking is regulated
2. The Owner made the Application to the Council under planning application reference BN/27/09 for planning permission ("the Application") which Application was refused by the Council and an appeal submitted to the Secretary of State
3. Planning Permission for the Development was granted on appeal on 6 January 2011
4. It is now the intention of the parties to amend the Unilateral Undertaking and the First Deed of Variation and Second Deed of Variation so as to further vary the terms in respect of Affordable Housing and the parties

have therefore agreed to enter into this Deed to give effect to such variations

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Definitions

- 1.1 Save as otherwise provided herein words phrases and expressions in this Deed (including the Recitals) shall have the same meaning as those contained in the Unilateral Undertaking as though they were contained in and formed part of this Deed

2. Enabling Provisions

- 2.1 This Deed is made pursuant to Section 106A of the Act and all other enabling powers and the obligations contained herein are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the intent that it shall bind the Owner and their successors in title to each and every part of the Land and their assigns
- 2.2 This Deed shall be enforceable by the Council and the County Council as the case may be

3. Agreements and Declarations

- 3.1 It is hereby agreed and declared that except for the modifications as set out in the Schedule hereto the provisions of the Unilateral Undertaking as amended by the First Deed of Variation and further varied by the Second Deed of Variation shall remain in full force and effect
- 3.2 This Deed is a local land charge and shall be registered as such by the Council

4. Costs

The Owner agrees to pay the reasonable legal costs of the Council in completion of this Deed to a maximum sum of £400

The Schedule

It has been agreed by the Owner, the Council and the County Council that:

1. Clause 7.4.1 of the Unilateral Undertaking dated 4 August 2010 which reads as follows:

“to make provision for 40% of the Dwellings within the development to be Affordable Housing of which 80% shall be Social Rented Housing and 20% Intermediate Affordable Housing”

shall be amended to read as follows:

“To make provision for 30% of the Dwellings within the development to be Affordable Housing of which 61% shall be Social Rented Housing and 39% Intermediate Affordable Housing”