

DATED

28<sup>th</sup> November

2016

- (1) RR HARTRICK & AM HARTRICK
- (2) COMMERCIAL FIRST BUSINESS LIMITED
- (3) ARUN DISTRICT COUNCIL
- (4) WEST SUSSEX COUNTY COUNCIL

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DEED OF VARIATION OF A SECTION 106 AGREEMENT DATED 4 APRIL 2016  
PURSUANT TO SECTION 106A OF THE TOWN AND COUNTRY  
PLANNING ACT 1990

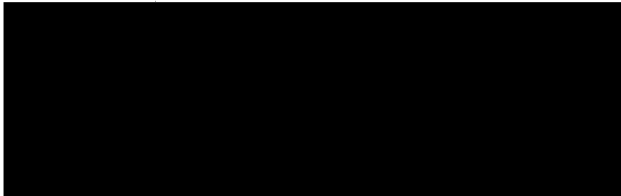
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Relating to

Land at The Lillies, Yapton Road, Barnham, West Sussex

West Sussex County Council  
County Hall  
West Street  
Chichester  
West Sussex  
PO19 1RQ  
DX157410 Chichester 8

I HEREBY CERTIFY THIS TO  
BE A TRUE COPY OF THE  
ORIGINAL DOCUMENT



**THIS DEED OF VARIATION** of a Section 106 Agreement dated 4<sup>th</sup> April 2016 is

made the 28<sup>th</sup> day of November 2016

**BETWEEN:**

- (1) **Roy Rainbow Hartrick and Angela May Hartrick** of The Lillies,  
Yapton Road, Barnham, West Sussex ("the Owner")
- (2) **Commercial First Business Limited** (Co No: 05289018) whose  
registered office is at Jessop House, Jessop Avenue, Cheltenham, Glos,  
GL50 3WG ("the Mortgagee")
- (3) **Arun District Council** of Arun Civic Centre, Maltravers Road,  
Littlehampton, West Sussex, BN17 5LF ("ADC")
- (4) **West Sussex County Council** of County Hall, West Street,  
Chichester, West Sussex, PO19 1RQ ("WSCC")

**WHEREAS**

- A. This Deed is supplemental to and varies the S.106 Agreement dated 4<sup>th</sup>  
April 2016 as hereinafter defined
- B. The Owner is the registered proprietor under title number SX40542 and  
WSX140217 of the Land
- C. The Land is charged to the Mortgagee
- D. ADC is the local planning authority for the purposes of the 1990 Act for  
the area in which the Land is situated and WSCC is the education, library  
and fire authority for the area in which the Land is situated
- E. The parties hereby agree that the obligations in this Deed are necessary  
to correct an error in the formula for calculation of the library contribution

in the S.106 Agreement and an error in clause 1.1 of the Section 106 Agreement with the first title number of the Land.

**IT IS HEREBY AGREED** as follows:-

**1. Interpretation**

- 1.1 In this Deed the following terms shall have the following meanings (and in all other respects save as set out in Schedule 1 to this Deed words used herein shall have the meanings assigned to them by the definitions set out in the S.106 Agreement)

"the Section 106 Agreement" means the Agreement under Section 106 of the Town and Country Planning Act 1990 dated 4<sup>th</sup> April 2016 and made between the Owner, the Mortgagee, ADC and WSCC a copy of which is annexed hereto

**2. Preliminary**

- 2.1 This Deed is made pursuant to Section 106A of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers enabling for the purposes of securing that the terms of the Section 106 Agreement shall apply as varied by this Deed.
- 2.2 The obligations contained in this Deed shall take effect upon the Commencement of Development.
- 2.3 This Deed will be registered as a local land charge by ADC.

**3. Agreement**

3.1 The parties hereto agree that the Section 106 Agreement is varied as set out in Schedule 1 of this Deed and that in all other respects the Section 106 Agreement should continue in full force and effect.

3.2 The Owner covenants to comply with the obligations contained in Schedule 1 of this Deed.

#### **4. Third Party Rights**

4.1 The provisions of this Deed are not intended to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

4.2 For the avoidance of doubt any statutory successor authority to ADC WSCC and the Owner are intended to be able to enforce the terms of this Deed.

#### **5. Declaration**

5.1 It is agreed and declared that in interpreting this Deed all other meanings definitions and interpretations set out in the Section 106 Agreement shall apply

#### **6. Legal Costs**

6.1 The parties agree that the Owner will pay reasonable legal costs to ADC and WSCC on or before completion of this Deed in the maximum sum of £200 for WSCC and £200 for ADC.

#### **7. General**

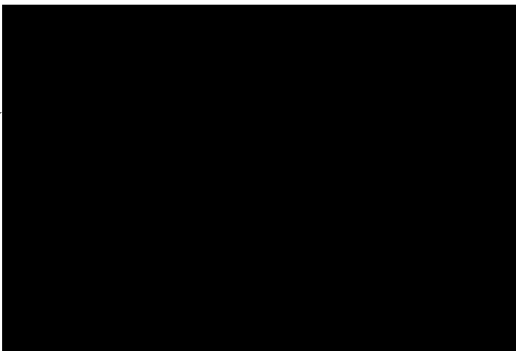
7.1 No covenants or obligations contained in this Deed or the Section 106 Agreement shall be binding on any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational land as defined in S.262 of the Act.

**8. Mortgagee's Consent**

- 8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in the Section 106 Agreement as varied by this Deed and that the security of the Charge over the Land shall take effect subject to the Section 106 Agreement as varied by this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under the Section 106 Agreement as varied by this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

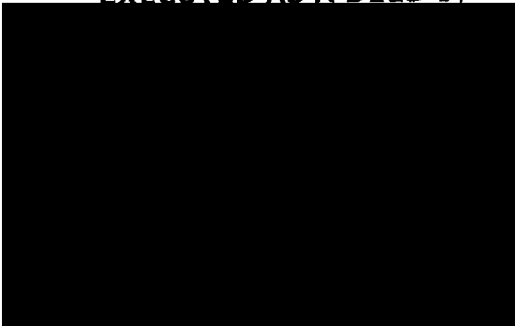
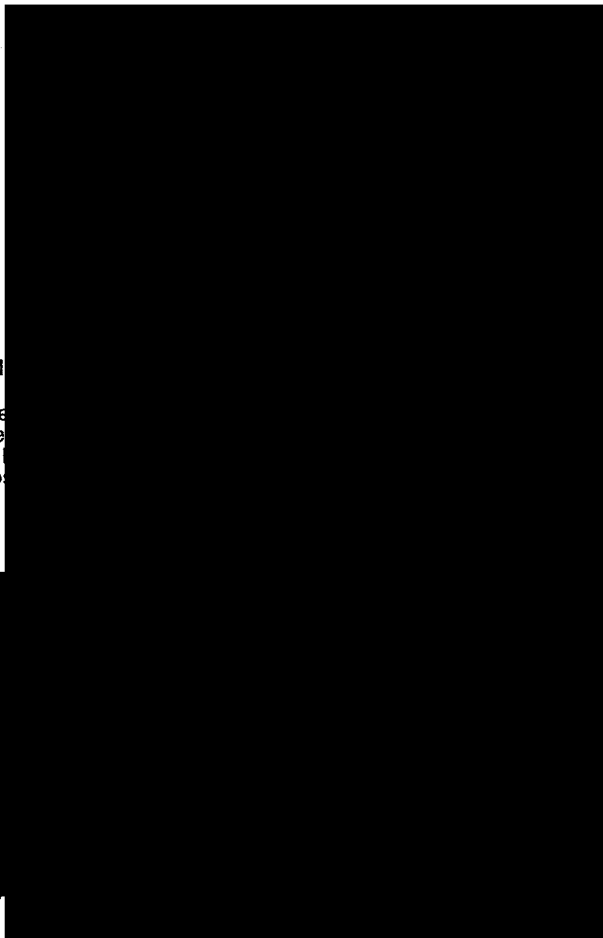
**IN WITNESS** whereof this document has been executed as a Deed the day and year first before written

**EXECUTED AS A DEED by**

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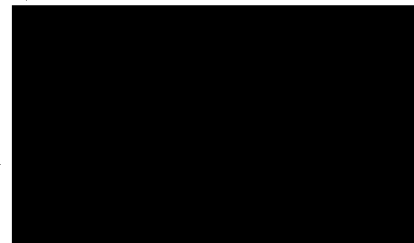
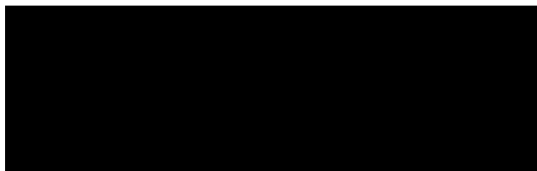
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**EXECUTED AS A DEED by**

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**EXECUTED AS A DEED for  
COMMERCIAL FIRST BUSINESS LIMITED**

By



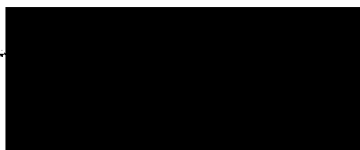
Director/Secretary IN THE PRESENCE OF :

JUDITH BARSTOW, THE VINES,  
BROUGHTON HALL BUSINESS PARK, SKIPTON RD 233AE

**THE COMMON SEAL of ARUN DISTRICT**

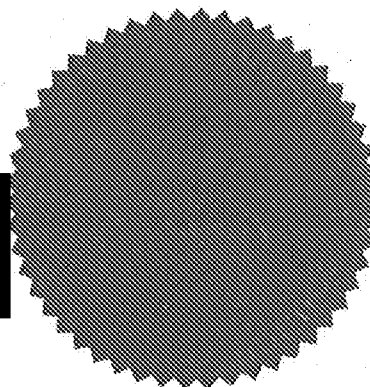
**COUNCIL** was hereunto affixed in  
the presence of:

Authorised Signator



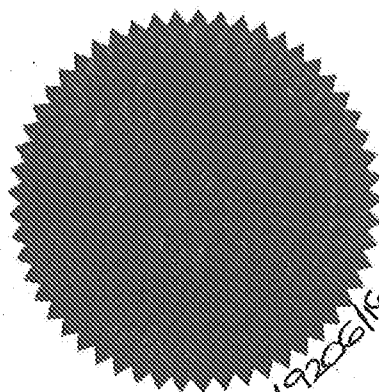
Seal Book No

531/2016



**THE COMMON SEAL of WEST SUSSEX**

**COUNTY COUNCIL** was hereunto affixed in  
the presence of:



19206/16

## **SCHEDULE 1**

### **1. Library Contribution**

1.1 Clause 9.1 of the Section 106 Agreement shall be deleted entirely and replaced as follows:

"on First Occupation of the first dwelling forming part of the Development to pay to WSCC the Library Contribution calculated at the time of Commencement of the Development by reference to the following formula:

$$\frac{L}{1000} \times AP = \text{Library Contribution where:}$$

Note: x = multiplied by \_\_\_\_\_ = divided by

AP (Additional Persons) = The estimated number of additional persons likely to be generated by the Development calculated by reference to the total number of dwellings, less any allowance for affordable dwellings, as approved by a subsequent reserved matters planning application. The following figures are given as a guideline:

| Dwelling Size | Occupancy |      |
|---------------|-----------|------|
|               | House     | Flat |
| 1 bed =       | 1.5       | 1.3  |
| 2 bed =       | 1.9       | 1.9  |
| 3 bed =       | 2.5       | 2.4  |
| 4+ bed =      | 3.0       | 2.8  |

L = Extra library space in sqm per 1000 population x the library cost multiplier (which for the year 2014/2015 are 30 sqm and £4,560 per sqm respectively."

### **2. The Land**

The letter "W" in 'WSX40542' in clause 1.1 of the Section 106 Agreement shall be deleted so that clause 1.1 of the Section 106 Agreement reads as follows:

"The Owner is the registered proprietor under title number SX40542 and WSX140217 of the land at The Lillies, Yapton Road, Barnham, West Sussex shown for identification purposes only edged black on the attached plan ["the Land"]."