

DATED 17 November 2022

- (1) ARUN DISTRICT COUNCIL
- (2) TPJ DEVELOPMENTS LIMITED
- (3) PCF BANK LIMITED

DEED OF VARIATION UNDER
SECTIONS 106 AND 106A OF THE
TOWN AND COUNTRY PLANNING
ACT 1990

Relating to land at 13-17 Richmond Avenue Bognor Regis PO21 2YE

Planning Ref: BR/48/22/PL

Arun District Council
The Civic Centre
Maltravers Road
LITTLEHAMPTON
BN17 5LF
DX57406 LITTLEHAMPTON

Ref: 9085

Date: 17 November 2022

PARTIES:

- 1 **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road,
LITTLEHAMPTON BN17 5LF ("the Council")
- 2 **TPJ DEVELOPMENTS LIMITED** (Co. Regn. No. 11511390) of 62
Downview Road, Felpham, Bognor Regis PO22 8JA West Sussex ("the
Owner")
4. **PCF BANK LIMITED** (Co. Regn. No. 2794633) of Pinners Hall, 105-108 Old
Broad Street, London EC2N 1ER ("the Mortgagee")

WHEREAS

- A1. The Council is the Local Planning Authority for the area in which the Land is
situated
- A2. The Owner is the registered owner of the Land registered at the Land Registry
under title nos. WSX395224, WSX395225 and WSX395226. The Applicant has
made the planning application to the Council.
- A3. The Mortgagee has a legal charge dated 25 April 2022 registered against title
nos. WSX395224 and WSX395225 and WSX395226.
- A4. This Deed is supplemental to and to the extent that its contents so provide,
varies the Section 106 Agreement to the extent only that the Section 106
Agreement relates to the Land.
- A5. The provisions of this Deed bind the Land, the parties to this Deed and their
successors in title.
- A6. The Owner and the Council have agreed to amend the Section 106
Agreement.
- A7. This is made as a Deed under Section 106 and 106A of the Town and
Country Planning act 1990.

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

1.1 In this Deed unless otherwise stated the following expressions shall where the context so admits have the following meanings:

1.1.1 **"Land"** means 13-17 Richmond Avenue Bognor Regis PO21 2YE as shown for the purposes of identification edged in red on the Plan.

1.1.2 **"Plan"** means the plan attached to this Deed as Appendix 1.

1.1.3 **"Section 106 Agreement"** means the Deed dated 5th June 2021 between:
(1) Arun District Council (2) Paul Simon Riley and
(3) PCF Bank Limited
In relation to planning permission BR/114/20/PL

1.1.4 **"Second Planning Application"** means the application by P McDonald of TPJ Developments Limited for permission for a conversion of an existing loft space into 2 flats

1.1.5 **"Second Planning Permission"** means the planning permission granted in respect of the Planning Application.

1.2 Unless the context otherwise requires, all words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed.

1.3 Clause heading shall not affect the interpretation of this Deed.

1.4 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.5 A reference to a **"company"** shall include any company, corporation or other body corporate, where and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.7 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.

- 1.8 A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council the successors to their respective statutory functions.
- 1.9 Unless the context otherwise requires a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 Unless the context otherwise requires a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to "**writing**" and "**written**" does not include fax or email.
- 1.12 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. Legal Basis

- 2.1 This Deed is made under Section 106 and 106A of the Act and its purpose is to vary the Section 106 Agreement with the intention that the planning obligations contained in the Section 106 Agreement shall also apply to development to be undertaken in accordance with the Section 73 Permission save for any variations contained within this Deed.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations under Section 106 and Section 106A of the Act and are enforceable by the Council in accordance with Section 106 of the Act as local planning authorities against the Owner.
- 2.3 The planning obligations contained in this Deed shall bind the Land.

3. Commencement

This Deed shall come into effect on the date first mentioned herein.

4. Variation of the Section 106 Agreement

- 4.1 The parties agree that the Section 106 Agreement shall be varied as follows:
 - 4.1.1 The terms of the Section 106 Agreement shall apply to the Second Permission subject to the following:

4.1.2 The Second Planning Permission will provide an extra flat in the loft, one flat being already provided in planning application BR/114/20/PL so that there will be an additional Access Management Contribution to that referred to in clause 1 and paragraph 4 of Schedules 1 of the Section 106 Agreement which has already been paid. The following variation is made to the Section 106 Agreement:

4.1.2.1 clause 1 is deleted and the following words are substituted:

"Access Management Contribution" means the sum of £9581.00 (NINE THOUSAND FIVE HUNDRED AND EIGHTY ONE POUNDS) which has already been paid to the Council in accordance with paragraph 4 of the First Schedule towards the cost of delivery measures to avoid or mitigate to an acceptable level the harm caused to Pagham Harbour by the Development."

4.1.2.2 "Additional Access Management Contribution" means the sum of £871.00 (EIGHT HUNDRED AND SEVENTY ONE POUNDS) payable to the Council in accordance with the First Schedule towards the cost of delivery measures to avoid or mitigate to an acceptable level the harm caused to Pagham Harbour by the Development."

5. Continuation of the terms of the Section 106 Agreement

It is hereby agreed and declared by the Council and the Owner and [] that saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Section 106 Agreement shall continue to have full force and effect.

6. Costs

6.1 The Owner covenants with the Council prior to the completion of this Deed to pay to the Council the sum of £1750.00 being the Council's reasonable legal costs and disbursements in connection with this Deed.

7. Miscellaneous

7.1 Unless expressly stated to the contrary, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person or persons other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.

7.2 Upon completion this Deed shall be registered as a Local Land Charge by the Council.

8. Governing Law and Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the jurisdiction of the courts of England.



13-17 Richmond Avenue, Bognor Regis



LOCATION PLAN 1:1250

Ardesign

ARCHITECTURE DESIGN DEVELOPMENT
LAWSON ARCHITECTS

01753 326410
larsa@arndesign.co.uk

PROJECT
13-17 RICHMOND AVE
BOGNOR REGIS
WEST SUSSEX
PO21 2YE
PRODUCT FRAME
PLANNING

REVISIONS
LOCATION PLAN
SITE PLAN
31/3/101

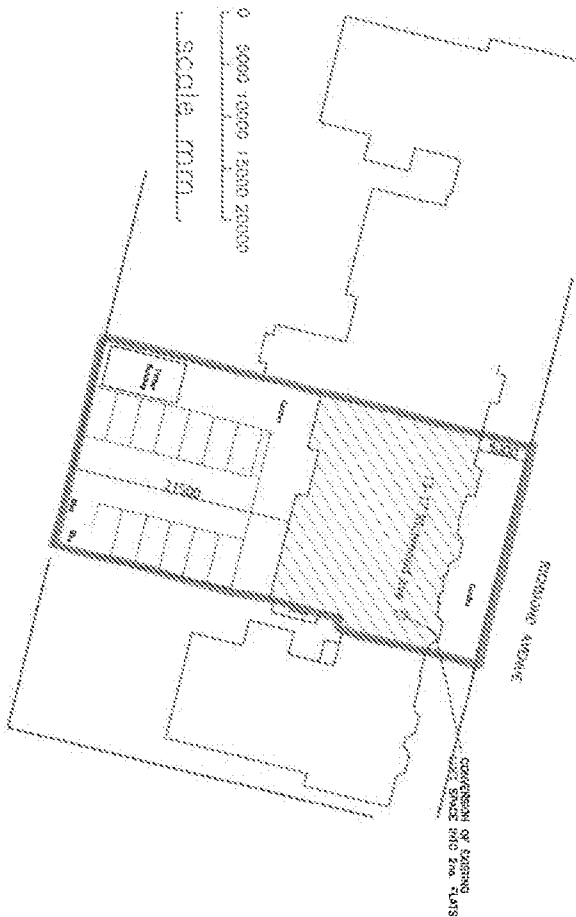
SCALE
0/15 11.100 1400 1500000 14
DATE 750 100 1240000 14

COVER SIZE A3

REVISION

1

This scheme is subject to town planning and all other necessary approvals. All drawings should be checked on site. This drawing is to be used in conjunction with other drawings and documents. Report of investigation is to be submitted before work commences. All drawings are the property of the client. All rights reserved.



SITE PLAN 1:500

Appendix 1

Plan

Deed of Variation

This Agreement is executed as a deed by the parties and is delivered and takes effect on the date at the beginning hereof:

THE COMMON SEAL of ARUN)
DISTRICT COUNCIL)
was affixed to this deed in the)
presence of:)



Authorised Signatory:



PROPERTY LAWYER

EDWARD CUNYEN

Name:

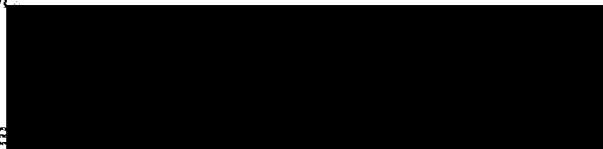
Seal Book No. 322/2022

EXECUTED as a DEED by

TPJ

Direct

in the presence of:



Signature of witness

Name (in BLOCK CAPITALS) PAULINE McDONALD

Address TYTING LODGE

DARK LANE, ALDWICK

WEST SUSSEX PO21 4ATJ

Deed of Variation

EXECUTED as a DEED by

as Attorney for

Stuart Allen
Partner
Paris Smith LLP
9 Parchment Street
Winchester
Hampshire SO23 8AT

PCF BANK LIMITED acting

pursuant to a Power of Attorney

dated 17 March 202

Attorney:.....

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS) ... P. BEECHAM ...

Address ... 9 Parchment Street ...

Winchester ...

SO23 8AT ...