

Knights

DATED

1 September

2021

(1) ARUN DISTRICT COUNCIL

and

(2) LAMB PROPERTY INVESTMENTS LIMITED

DEED OF VARIATION

RELATING TO

55-57 WEST STREET, BOGNOR REGIS, WEST SUSSEX PO21 1XB

Origin Two
106 High Street
Crawley RH10 1BF

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THIS DEED is dated

1 September 2021

PARTIES

- (1) Arun District Council of The Civic Centre, Maltravers Road, Littlehampton BN17 5LF (Council); and
- (2) Lamb Property Investments Limited, a company incorporated and registered in England with company number 11407129, whose registered office is at The Mill Alderton, Pury Hill Business Park, Towcester NN12 7LS (Owner).

BACKGROUND

- (A) This Deed is supplemental and collateral to the Agreement.
- (B) The provisions of this Deed bind the Land, the parties to this Deed and their successors in title.
- (C) The Council is the local planning authority for the area in which the Property is situated.
- (D) The Council and the Owner have agreed to vary the Agreement on the terms set out in this Deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Deed.

1.1 Definitions:

Agreement:	the Section 52 agreement made in accordance with the Town and Country Planning Act 1971 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and dated 13 January 1988 made between Arun District Council (1) and Mary Elizabeth Taylor and Anthony Amato (2).
Property:	55- 57 West Street, Bognor Regis, West Sussex PO21 1XB.

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Agreement shall have the same meaning in this Deed.
- 1.3 A reference to the Agreement includes any deed, licence, consent, approval or other instrument supplemental to it.

- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
- 1.9 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this Deed and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Clause, Schedule and paragraph headings shall not affect the interpretation of this Deed.

2. VARIATIONS OF THE AGREEMENT

2.1 Variations made

From and including the date of this Deed, the Agreement shall be read and construed as varied by the provisions set out in the Schedule.

2.2 Agreement remains in force

The Agreement shall remain fully effective as varied by this Deed and the terms of the Agreement shall have effect as though the provisions contained in this Deed had been originally contained in the Agreement.

3. COSTS

Prior to completion of this Deed the Owner shall pay the reasonable costs and disbursements of the Council, its solicitors, in connection with this Deed.

4. MISCELLANEOUS

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

5. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

6. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

7. THIRD PARTY RIGHTS

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

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

SCHEDULE - VARIATIONS TO THE AGREEMENT

1. Deletion of Existing Clauses

1.1 Clauses 1, 1 (a) and 1 (b) to the second schedule of the Agreement shall be deleted.

1.2 For the avoidance of doubt the deletion of existing clauses set out at 1.1 above relate to the age restriction which is no longer required.

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

Authorised Signatory:



Name: EDWARD C. & N. S. S.)
PRO SECTY LAUNYON (Secty)

Seal Book No. 169 / 2021



EXECUTED

)

as a DEED by Lamb Property Investments
Limited

)

acting by a director,

)

Director

in the presence of:

Witness:

Signature

Name

C.R. FULTON

Address