

Dated

7 January 2018²⁰

ARUN DISTRICT COUNCIL (1)

and

**CHRISTOPHER HOWARD CLARK (2)
AND VALERIE ELIZABETH CLARK**

**DEED OF VARIATION AND
~~AGREEMENT~~**

**Under section 106 and 106A of the
Town & Country Planning Act 1990**

**relating to 9 London Road Bognor
Regis West Sussex PO21 1PQ**

Planning Application BR/239/18/PL

Arun District Council

Arun Civic Centre

Maltravers Road

LITTLEHAMPTON

West Sussex.

BN17 5LF

Legal Ref: CMS7195

THIS DEED is dated 7 January

2018

- (1) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("Council");
- (2) CHRISTOPHER HOWARD CLARK AND VALERIE ELIZABETH CLARK of Shiloh 19 Burley Road Felpham West Sussex Po22 7NF ("Owner");

BACKGROUND

- (A) The Council is the local planning authority and the local housing authority and the authority responsible for housing and leisure services including open spaces in the area of the Development.
- (B) The Owner is the freehold owner of the Property registered with absolute title at the Land Registry under title number WSX254951
- (C) The Owner has made the Planning Application and the parties have agreed to vary the terms of the Original Agreement as set out in this Deed.
- (D) This agreement is made as a deed under section 106 and 106A of the Act and is supplemental to the Original Agreement.

AGREED TERMS:

1. Interpretation

Unless otherwise stated herein the definitions and rules of interpretation contained in the Original Agreement shall apply to this Agreement The following definitions and rules of interpretation apply to this Agreement

1.1 Definitions

"Act"	means the Town and Country Planning Act 1990 (as amended)
"Planning Application"	means the application made by the Owner under BR/239/18/PL
"Original Agreement"	means the unilateral undertaking made under section 106 of the Act dated 9 January 2019 between Council, Yorkshire Building Society Trading as Norwich And Peterborough Building Society and the Owner for the Planning Application
"Property"	means the land registered with absolute title at the Land Registry under title number WSX254951 and shown for the purposes of identification as edged red on the plan attached to this deed.

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

1.3 Clause headings shall not affect the interpretation of this Deed

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

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to their respective statutory functions.
- 1.8 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.
- 1.9 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.
- 1.10 Unless the context otherwise requires, references to clauses are to the clauses of this Deed.
- 1.11 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.
- 1.12 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 Statutory Provision

This Deed is made pursuant to the provisions of sections 106 and 106A of the Act, section 111 and s135 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers and shall be

enforceable by the Council and County Council as appropriate.

3 Variation of the Original Agreement

3.1 The Original Agreement shall be varied as follows:

- 1.1 The definition of Access Management Contribution shall delete "£2613" and replace it with "£1742"

The definition of Development shall be deleted in its entirety and replaced with "Change of use of first floor from retail (A1 Shop) to one 2bed flat (C3 Residential) and conversion of roof space form storage area to studio flat involving infill to the rear at the ground floor level, extension of an existed flat roofed rear projection at able roof space and extension of property to rear at ground floor level and to roof"

4 Covenants to the Council

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.

5 Legal Costs

The Owner agrees with the Council that on completion of this agreement to pay legal costs incurred in preparing and entering into this agreement as set out below:

Payee	Sum of legal cost.
-------	--------------------

The Council

£200.00

6 Local Land Charge

This Deed shall be registered as a Local Land Charge

7 Value Added tax

7.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid.

7.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

8 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.

9 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 laws of England.

This document has been executed and delivered as a deed and is delivered and

takes effect on the date stated at the beginning of it.

EXECUTED as a **DEED** by affixing

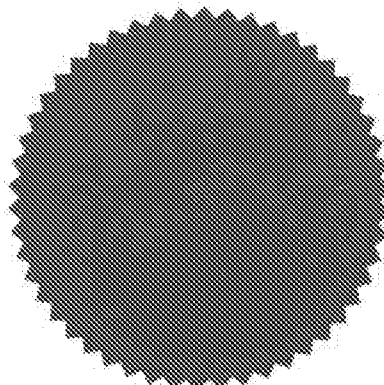
)

THE COMMON SEAL of ARUN DISTRICT

)

COUNCIL

)



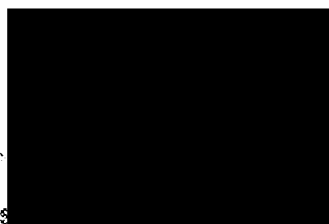
Seal Book Number: 4/2020

Authorised Signatory:



SARAH CHARLES
PROPERTY LAWYER

**SIGNED as a DEED by Christopher
Howard Clark**

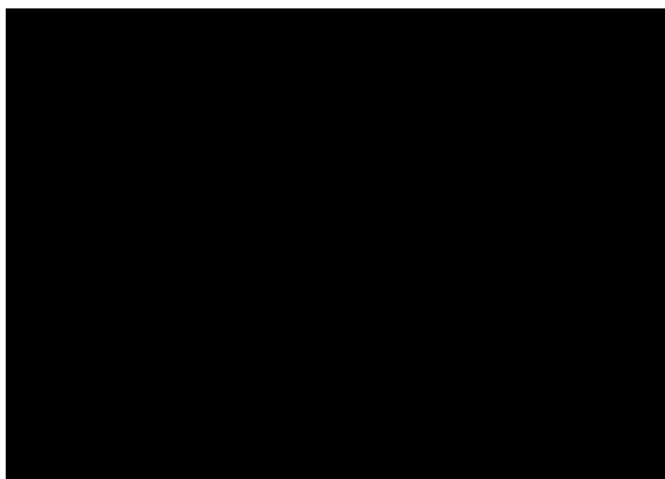


Chris

in the presence of:

Witness signature:

Witness name:



Witness address: 92 CROSSBUSH ROAD
POZZ 7LZ.

Witness occupation: RETIRED

SIGNED as a DEED by Valerie Elizabeth
Clark

.....
Valerie Elizabeth Clark

in the presence of:

Witness signature:

.....

Witness name: FELICITY HUECOMB

Witness address: 92 CROSSBUSH ROAD
BOGNOR REGIS
W SUSSEX.
POZZ 7LZ

Witness occupation: RETIRED.