

DATED	<i>26th February</i>	2019
ALISON MAY BAIRD, GEORGE BASIL BAIRD, MARION RUTH WRIGHT		
and		
ARUN DISTRICT COUNCIL		
DEED OF VARIATION OF SECTION 106 AGREEMENT		
Under Section 106A of the Town and Country		
Planning Act 1990 relating to Land at		
Bairds Farm Shop, Crookthorpe Lane,		
Climping, Littlehampton, West Sussex, BN17 5SN		
Planning Reference CM/40/02 and CM//30/18/RES		

THIS DEED OF VARIATION is made the 26th day of February Two thousand and nineteen

BETWEEN

- (1) ALISON MAYBAIRD of 2 Atherington Cottages Climping, West Sussex
- (2) MARION RUTH WRIGHT of Ryebank House, Climping, West Sussex
- (3) GEORGE BASIL BAIRD of 23 Wentworth Close Barnham, West Sussex ("the Owner")

(2) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("ADC").

1. DEFINITIONS

Wherever the context so permits in this Deed the following shall have the following meanings:

"The Original Deed" shall mean an Agreement dated 16th January 2006 and made between (1) John Lambie Baird and Alison Tait Baird (the Owner), (2) Arun District Council (ADC) in relation to Planning Permission reference number CM/40/02.

2. CONSTRUCTION

Where the context so admits:

2.1 Terms and expressions defined in the Original Deed shall unless the context otherwise requires have the same meaning when used in this Deed.

2.2 The term "the Owner" shall include their respective assigns and successors in title to the legal or equitable estate or interest in the Site or any part or parts thereof at the date hereof and to the rights and obligations created by this Deed

2.3 A covenant not to do something includes a covenant not to permit or suffer that thing to be done

2.4 Any covenant obligations or other commitments given by more than one party to this Deed shall be joint and several and where any party consists of two or more

persons obligations expressed to be made by or with that party are deemed to be made by or with such persons jointly and severally

2.5 The headings in this Deed are for ease of reference only and cannot be taken in account in its interpretation

3. HISTORY

3.1 ADC have been requested and have agreed to vary the Original Deed in manner hereinafter appearing subject to the Owner entering into this Deed

3.2 ADC and the Owner wish to enter into this Deed for the variation of the Original Deed under and in accordance with Sections 106 and 106A of the 1990 Act

3.3 The Owner has submitted two reserved matters application in relation to the Development.

3.4 An application was submitted on 5th October 2018 and validated on 19th October 2018 with reference number CM/30/18/PO ("the Application")

3.5 ADC is minded to grant the application provided that there is a variation to the Original Agreement.

3.6 The obligations in this Deed shall take effect only on the grant of planning permission under the Application.

4. NOW THIS DEED WITNESSETH as follows:-

4.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act and Section 111 of the Local Government Act 1972 and all other enabling powers it related to the Site and the covenants contained in it are enforceable by ADC pursuant to such Acts

4.2 The Owner hereby covenants and undertakes in respect of each and every part of the Site

4.2.1 to vary the Original Deed in manner set out in Clause 7 hereof; and

4.2.2 to observe and perform the covenants contained in the Original Deed as varied by Clause 7 hereof with the intent that the same shall bind the Site and be enforceable without limit of time not only against the Owner but also against their successors in title and any person claiming any legal or equitable estate in the Site or any part or parts of it as if that successor and persons had also been an original covenanting party

4.2.3 to pay ADC's reasonable legal costs of the preparation and completion of this Deed of Variation in the sum of £300 (three hundred pounds)

5. EFFECTIVE DATE

The provisions of this Deed shall come into effect upon the date hereof

6. NOTICE OF DEED

ADC will on completion of this Deed register it in the Local Land Charges Register pursuant to the provisions of the Local Land Charges Act 1975

7. VARIATIONS TO ORIGINAL DEED

7.1 the Original Deed shall be varied in the following manner and shall henceforth take effect and be read and construed as follows:-

7.1.1 Appendix A of the Original Deed shall be amended to read as follows:

Appendix A

1. Items necessary for the running of a household; and
2. (a) live tropical, marine and coldwater fish for pets, (b) foodstuffs for live tropical marine and coldwater fish and (c) accessories for the keeping of live tropical, marine and coldwater fish as pets
3. (a) other pets, (b) foodstuffs for pets; and (c) accessories for the keeping of other pets.

8. CONTINUATION

The Original Deed shall continue in full force and effect save as modified by this Deed and shall operate as if the variations made by clause 7 of this Deed are incorporated into the Original Deed from the date hereof

IN WITNESS whereof ADC and the Owner have executed this Deed the day and year first before written

SIGNED and DELIVERED by)

ALISON MAY BAIRD as a Deed)

in the presence of:-)

Witness

Name

MRS CLAIRE MERRETT

Signature

SIGNED and DELIVERED by)

MARION RUTH WRIGHT as a Deed)

In the presence of

Witness

Name

CLAIRE MERRETT

Signature

SIGNED and DELIVERED by)

GEORGE BASIL BAIRD as a Deed)

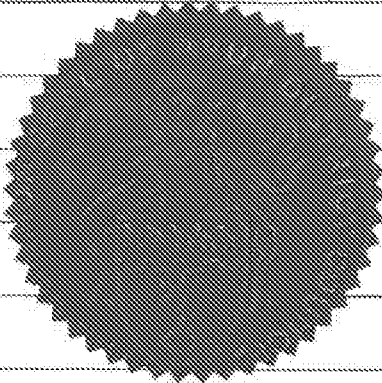
In the presence of

Witness

Name

CLAIRE MERRETT

Signature

EXECUTED BY AFFIXING with the	)	
COMMON SEAL of	)	
ARUN DISTRICT COUNCIL	)	
was affixed to this deed in the	)	
presence of:-	)	
Seal Book No.	54/2019	
Authorised Signatory		
Print Name:	SARAH CHARLES	
Job Title:	PROPERTY LAWYER	