

DATED

2013

ARUN DISTRICT COUNCIL

- and -

WEST SUSSEX COUNTY COUNCIL

- and -

GREEN LODGE HOMES LLP

DEED OF VARIATION

**under Section 106A of the Town & Country Planning Act 1990 relating to Land
at Jenkins Yard Glenbarrie Way Ferring n the County of West Sussex**

Arun District Council

Arun Civic Centre

Maltravers Road

LITTLEHAMPTON

West Sussex

BN17 5LF

[(01903 737737]ef: FG/ 23 / 10

THIS DEED OF VARIATION is made the _____ day of _____ 2013

BETWEEN:

- (1) "the Council" Arun District Council of the Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN17 5LF and
- (2) "The County Council " West Sussex County Council of County Hall West Street
Chichester PO19 1RQ
- (3) "the Owners" Green Lodge HomesLLP Co Reg No OC350367 of Tudor Lodge
78 Woodland Drive Hove Bn3 6DJ

NOW THIS DEED WITNESSETH: as follows:-

1. Definitions

In this Deed:-

- 1.1. "the Property" means Jenkins Yard Glenbarrie Way Ferring shown for identification in the Original Agreement referred to below.
- 1.2. "the Original Agreement" means an Agreement made pursuant to Section 106 Town & Country Planning Act 1990 on 11 October 2010 between the Council (1) the County Council (2) and the Owners (3) which is enclosed with this deed for ease of identification.

2. Recitals

- 2.1 This Deed is supplemental to the Original Agreement.
- 2.2 The Parties to this Agreement have the same respective capacities as they had within the Original Agreement.
- 2.3 The Council the County Council and the Owner agree that the provisions of the Original Agreement relating to Affordable Housing should be varied as to layout and number as set out within this Deed and agree to join in this Deed to give effect to such agreement.

3. Operative powers

The Council and the County Council enter into this Deed under their powers contained in S106A Town and Country Planning Act 1990 S111 and S135 Local Government Act 1972 S1 Localism Act 2011 and all other powers enabling

4. Variation

- 4.1 The Council the County Council and the Owner AGREE that the Original Agreement shall be varied in that:-

Amendments to Obligations in Favour of ADC

[a] Clause 2.11 in the Original Agreement shall now be read as if the Affordable Housing Plan it referred to identifying the location and layout of the Affordable Housing on the Property shall be the Plan attached to this Deed of Variation (and not the Plan attached to the Original Agreement) and

[b] Clause 2.12 shall be read as if the reference to “40% of the Residential Units within the Development which are to be identified for use for the purposes of Affordable Housing in accordance with the terms of this Agreement “ referred instead to 30% of the Residential Units and so read as follows;-

“Affordable Housing Units means 30% of the Residential Units within the Development which are to be identified for use for the purposes of Affordable Housing in accordance with the terms of this Agreement “

[c] After Clause 7.1..3. there shall be added to the Original Agreement the following clauses :-

“7.2 A

Subject to Clause 7.2 below and after application of the steps specified in clause 7.2 below this Agreement shall Not bind any mortgagee or chargee of an RP or any administrator, fixed charge receiver including any receiver appointed under the Law of Property Act 1925, administrative receiver or any other person appointed under any security documentation to enable such mortgagee to realise its security.

2 Cease to apply to any part or parts of the property which are transferred or leased by any party referred to in paragraph 1 above.

3 Cease to apply to any completed residential units where an RP shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable

4 Cease to apply to any completed residential units where an RP sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof

5 Not bind any shared ownership leaseholder nor any other purchaser, tenant or occupier of completed residential units nor any successor in title to such person.

6 Not bind any mortgagee of any such shared ownership leaseholder or any purchaser, tenant or occupier referred to in 5 above nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 or any other person appointed under any security documentation by such mortgagee or any person deriving title through such persons.

7 Cease to apply to any completed residential units referred to in 5 and 6 above in respect of which a shared ownership lease has been granted and where an RP shall have disposed of 100% of the equity in such units under the terms of such lease.

Amendments to Obligations in Favour of WSCC

Clause	Variation
9	Delete sub-clause 9.1 and 9.2 and substitute the following words : The Owner covenants with WSCC:- 9.1 On or prior to First Occupation of the Development to pay to WSCC the Education Contribution of £177,655 (One Hundred and Seventy Seven Thousand Six Hundred and Fifty Five Pounds) which shall comprise Primary Education Contribution of £77,308 (Seventy Seven Thousand Three Hundred and Eight Pounds), Secondary Education Contribution of £83,205 (Eighty Three Thousand Two Hundred and Five Pounds) and Sixth Form Education Contribution of £17,142 (Seventeen Thousand One Hundred and Forty Two Pounds) PROVIDED THAT where the Education Contribution is paid after 31 March 2014 the sum shall be recalculated and increased in accordance with the following formula: Number of pupil places for Primary Schools (5.7624) x Cost Multiplier Number of pupil places for Secondary Schools (4.1160) x Cost Multiplier Number of pupil places for Sixth Form (0.8891) x Cost Multiplier And the Cost Multiplier shall be the DfE average build cost multiplier for Primary, Secondary and Sixth Form where this has been newly published in the financial year in which the Education Contribution is paid but where this has not been newly published in the financial year in which the Education Contribution is paid the Education Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Education Contribution 9.2 Not to allow First Occupation of any Residential Unit before the Education Contribution shall have been paid
10	Delete sub-clause 10.1 and 10.2 and substitute the following words : The Owner covenants with WSCC:- 10.1 On or prior to First Occupation of the Development to pay to WSCC the Fire and Rescue Contribution of £764 (Seven Hundred and Sixty Four Pounds) PROVIDED THAT the Fire and Rescue Service Contribution shall be increased by an amount equal to the proportionate increase in the All-In

	Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Fire and Rescue Contribution 10.2 Not to allow First Occupation of any Residential Unit before the Fire and Rescue Contribution shall have been paid Sub-Clauses 10.3 and 10.4 shall remain the same as in the Original Agreement
New Clause 10A	Insert in the Original Agreement the following additional clause :- 10 A Library Contribution 10A.1 on or prior to First Occupation of the Development to pay to WSCC the Library Contribution of £8,088 (Eight Thousand and Eighty Eight Pounds) to make good any deficiency in Library Services within the area of the Development PROVIDED THAT the Library Contribution shall be increased by an amount equal to the proportionate increase in the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the quarter preceding the date of this Agreement and the quarter preceding the date of payment of the Library Contribution 10A..2 not to allow First Occupation of any Residential Unit before the Library Contribution shall have been paid

4.2 The Original Agreement shall otherwise continue in full force and shall have the same legal effect as before this amendment or variation.

4. **Costs**

The Owners shall pay the respective reasonable legal costs of the Council and the County Council on completion of this Deed of Variation.

5. **Local Land Charge**

The Original Agreement is a local land charge and this Deed shall be entered in the relevant register so as to record the variation.

IN WITNESS whereof the Council the County Council and the Owner have hereunto cause their Common Seals to be affixed the day and year first before written.

THE COMMON SEAL OF
Arun District Council was hereunto
affixed in the presence of:

AUTHORISED SIGNATORY:
SEAL BOOK NO

THE COMMON SEAL OF
West Sussex County Council was hereunto
affixed in the presence of:

AUTHORISED SIGNATORY:
SEAL BOOK NO

THE CORPORATE SEAL OF
Green Lodge HomesLLP was hereunto
affixed in the presence of:

Directors /Secretary

