

Dated *3rd December*
~~November~~, 2019

EAB

- ARUN DISTRICT COUNCIL (1)
- WEST SUSSEX COUNTY COUNCIL (2)
- GREEN LODGE HOMES LLP (3)
- GLENBARRIE WAY RESIDENTS
MANAGEMENT COMPANY LIMITED (4)

**DEED OF VARIATION AND
AGREEMENT**

Under section 106 and 106A of the
Town & Country Planning Act 1990
relating to Land at Jenkins Yard,
Glenbarrie Way, Ferring, West
Sussex BN12 6

Planning Application FG/71/19/PO

Arun District Council
Arun Civic Centre
Maltavers Road
LITTLEHAMPTON
West Sussex.
BN17 5LF
Legal Ref: CMS7376

THIS DEED is dated

3rd

day of ~~November~~ 2019

Ecb

December

- (1) ARUN DISTRICT COUNCIL of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("Council");
- (2) WEST SUSSEX COUNTY COUNCIL of County Hall, West Street, Chichester, West Sussex PO19 1RQ ("County Council");
- (3) GREEN LODGE HOMES LLP (Company Registration No OC350367) of Tudor Lodge, 78 Woodland Drive Hove BN3 6DJ ("First Owner");
- (4) GLENBARRIE WAY RESIDENTS MANAGEMENT COMPANY LIMITED (Company Registration No.08753907) of 44 Glenbarrie Way, Ferring, Worthing, BN12 6PY ("Second 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 County Council is the local highway authority, the county planning authority, the education authority and the authority responsible for the provision of library and fire and rescue services for the area in which the Site is situated.
- (B) The First Owner is the freehold owner of the Property registered with absolute title at the Land Registry under title number WSX181258.
- (C) The Second Owner is the freehold owner of that part of the Property registered with absolute title at the Land Registry under title number WSX136833.
- (D) The First Owner has made the Application and the parties have agreed to modify the terms of the Original Agreement as set out in this Deed.
- (E) 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)
"Application"	means the application made by the First Owner for the modification of the Original Agreement which has been given the reference number FG/71/19/PO
"Deed of Variation"	means the Deed of Variation dated 27th November 2013 between the Council, the County Council and the First Owner
"Original Agreement"	means the agreement made under section 106 of the Act dated 11 th October 2010 between ADC, WSCC and the First Owner as amended by the Deed of Variation and the Second Deed of Variation.
"Original Planning Permission"	means planning permission numbered FG/23/10 to which the Original Agreement relates.
"Property"	means the land registered with absolute title at the Land Registry under title numbers WSX136833 and part of WSX181258 and shown for the purposes of identification as edged red on the plan attached to this deed.
"Second Deed of Variation"	means the Deed of Variation dated 3 rd March 2014 between the Council, the County Council and the First Owner.

- 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

ADC or WSCC the successors to their respective statutory functions.

- 1.8 A reference to "planning permission" shall mean either the Original Planning Permission, the planning permission to be granted pursuant to the Application or both, as the context so requires.
- 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 Unless the context otherwise requires, references to clauses are to the clauses of this Deed.
- 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 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:

3.1.1 Paragraph 8.3 shall be deleted.

4 Covenants to the Council

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

5 Legal Costs

The First Owner and the Second Owner agrees with the Council and the County Council that the parties to this agreement shall each pay their own legal costs:

6 Local Land Charge

This Deed shall be registered as a Local Land Charge

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.

8 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: 283/2019

Authorised Signatory:

EDWARD C. BROWN
PROBATEY LAWYER

EXECUTED as a DEED by affixing)
THE COMMON SEAL of WEST SUSSEX)
COUNTY COUNCIL)

Seal Book Number:

Authorised Signatory:

EXECUTED as a DEED by GREEN LODGE
HOMES LLP

Acting by an authorised signatory
in the presence of:

Authorised Signatory

Witness signature

Witness name: Elona Ruci

Witness address:

Witness occupation: Housekeeper

EXECUTED as a DEED by GLENBARRIE
WAY RESIDENTS MANAGEMENT
COMPANY LIMITED

Director:

~~Company Secretary/Director~~

Approved by Area District Council

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