

DATED 26 November 2021

(1) ARUN DISTRICT COUNCIL

(2) KINGSOAK HOMES LIMITED

DEED OF VARIATION UNDER
SECTIONS 106 AND 106A OF THE
TOWN AND COUNTRY PLANNING
ACT 1990

Relating to land at Blakes Mead Felpham

Planning Ref(s): FP/248/20/PL

Arun District Council
The Civic Centre
Maltravers Road
LITTLEHAMPTON
BN17 5LF
DX57406 LITTLEHAMPTON

Ref: 8536

PARTIES:

- 1 **ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road,
Littlehampton BN17 5LF ("the Council")
- 2 **KINGSOAK HOMES LIMITED** (company registration no.01993976) of
Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville,
Leicestershire LE67 1UF ("the Owner")

WHEREAS

- A1. The Council is the Local Planning Authority, the Local Housing Authority and the Local Authority responsible for Leisure and Open Spaces for the area in which the Land is situated.
- A2. The Owner is the freehold owner of the Land which is registered at HM Land Registry with title number WSX313126 and which is the subject of the Revised Application.
- A3. The Owner has submitted the Revised Application to the Council.
- A4. This Deed is supplemental to and to the extent that its contents so provide, varies the Section 106 Agreement to the extent only that the Section 106 Agreement relates to the Land.
- A5. The provisions of this Deed bind the Land, the parties to this Deed and their successors in title.
- A6. The Owner and the Council have agreed to amend the Section 106 Agreement as set out herein.
- A7. This Deed of Variation is made as a Deed.

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

- 1.1 In this Deed unless otherwise stated the following expressions shall where the context so admits have the following meanings:

"Land" means land north of Felpham as shown for the purposes of identification edged in red on the Plan.

"Plan" means the plan attached to this Deed as Appendix 1.

"Section 106 Agreement" means the Deed dated 18 September 2006 between: (1) Arun District Council; (2) Muriel Helen Arbuckle and Roger Charles Philpot; (3) Michael Sidney Langridge, Alan James Langridge and Harold George Langridge; (4) Adames (Flansham) Limited; (5) Judith Erica Mary de la Fuente; (6) Sheila Mary Lyons and Denis Clement Allin Lyons; (7) Judith Erica Mary de la Fuente, Jonathan Rupert Lenox Langmead and Juliet Margaret Morgan; and (8) Hallam Land Management Limited; and (9) Felpham Consortium Limited.

"Revised Application" means the application by the Owner for approval of revised details relating to the sports pitch & changing facilities building (previously approved under Y/68/09) and given reference number FP/248/20/PL.

"Revised Permission" means the planning permission granted in respect of the Revised Application.

1.2 Unless the context otherwise requires, all words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed.

1.3 Clause heading shall not affect the interpretation of this Deed.

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

- 1.5 A reference to a “company” shall include any company, corporation or other body corporate, where and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.7 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
- 1.8 A reference to any party shall include that party’s representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council the successor to its statutory functions.
- 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 A reference to “writing” and “written” does not include fax or email.
- 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. Legal Basis

- 2.1 This Deed is made under Section 106 and 106A of the Act and its purpose is to vary the Section 106 Agreement with the intention that the planning obligations contained in the Section 106 Agreement shall also apply to development to be undertaken in accordance with the Revised Permission save for any variations contained within this Deed.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations under Section 106 and Section 106A of the Act and are enforceable by the Council in accordance with Section 106 of the Act as local planning authority against the Owner.
- 2.3 The planning obligations contained in this Deed shall bind the Land.

3. Commencement

This Deed shall come into effect on the date first mentioned herein.

4. Variation of the Section 106 Agreement

- 4.1 The parties agree that the Section 106 Agreement shall be varied as follows:
- 4.1.1 In Schedule 7 (Specifications) the details of the specification of the Senior Pitch shall be amended to read as follows:

"Senior Pitch to be set out 100m x 64m (with a 11.5m perimeter run off safety margin behind each goal and a 3m perimeter run off/safety margin at each side) which shall be drained seeded and equipped in accordance with the requirements of the Council"

4.1.2 In Schedule 7 (Specifications) the definition of "Changing Facilities Building" shall be amended by replacing the words "4 changing rooms" with "2 changing rooms"

4.1.3 Paragraph 1 of Schedule 16 (Changing Facilities) shall be deleted and replaced with the following:

"Prior to the commencement of the construction of the Changing Facilities Building the Owners shall obtain the Council's approval to a Detailed Specification for the Changing Facilities Building which shall include details of the Access and Services and Services Media to Serve the Changing Facilities Building and a programme for completion of any access which will not be completed by the date of the completion of the Changing Facilities Building"

4.1.4 Paragraph 2 of Schedule 16 (Changing Facilities) shall be deleted and replaced with the following:

"Following the Council's approval to the Detailed Specification and prior to the commencement of the construction of the Changing Facilities Building the Owners shall

(1) obtain the Council's agreement to the Bond Amount for the Changing Facilities Building Bond which shall be equal to 120% of the estimated cost of construction of the Changing Facilities Building based on the agreed Detailed Specification; and

(2) enter into the Changing Facilities Building Bond"

4.1.5 Paragraph 3 of Schedule 16 (Changing Facilities) shall be deleted and replaced with the following:

"The Owners shall not commence construction of the Changing Facilities Building until:

- (1) *the Council shall have agreed the Detailed Specification for the Changing Facilities Building; and*
- (2) *the Changing Facilities Building Bond for the Bond Amount and on terms agreed or determined as set out above shall have been unconditionally delivered to the Council"*

4.1.6 Paragraph 4 of Schedule 16 (Changing Facilities) shall be amended by the addition of the following words in the first line thereof after the word "Building":

"within three years from the date of the determination of the planning application with reference FP/248/20/PL"

4.1.7 Paragraph 8 of Schedule 16 (Changing Facilities) shall be deleted and replaced with the following:

"On Completion of the Changing Facilities Building to the Completion Standard in accordance with the approved Detailed Specification the Owners shall:

- (1) *Pay the Changing Facilities Building Contribution to the Council;*
- (2) *Deliver the Latent Defects Insurance Policy in respect of the Changing Facilities Building to the Council; and*
- (3) *Transfer the land on which the Changing Facilities Building is constructed together with its curtilage to the Council in accordance with Schedule 6"*

4.1.8 Paragraph 9 of Schedule 16 (Changing Facilities) shall be deleted and not replaced.

5. Continuation of the terms of the Section 106 Agreement

It is hereby agreed and declared by the Council and the Owner that saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Section 106 Agreement shall continue to have full force and effect.

6. Costs

The Owner covenants with the Council prior to the completion of this Deed to pay to the Council the Council's reasonable legal costs and disbursements in connection with this Deed.

7. Miscellaneous

7.1 Unless expressly stated to the contrary, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person or persons other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.

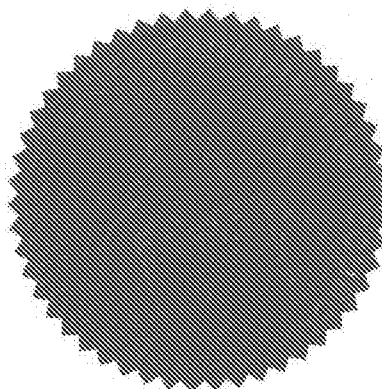
7.2 Upon completion this Deed shall be registered as a Local Land Charge by the Council.

8. Governing Law and Jurisdiction

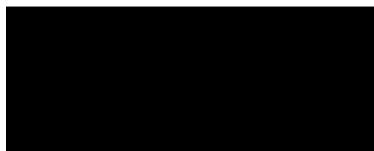
This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the jurisdiction of the courts of England.

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

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



Authorised Signatory:



Name: EDWARD T. HEN, F.R.I.C. 644754

Seal Book No. 223 / 221

Signed as a Deed by

and

as attorneys for

KINGSOAK HOMES LIMITED under

A power of attorney dated

14 June 2021 in the presence of

.....
Attorney

Signature of witness

Name (in BLOCK CAPITALS) LISA HANVEY

Address..... Barratt David Wilson Southampton
Tollbar House
Tollbar Way
Hedge End
SO30 2UH
.....

.....
Attorney

Signature of witness

Name (in BLOCK CAP LISA HANVEY

Address..... Barratt David Wilson Southampton
Tollbar House
Tollbar Way
Hedge End
SO30 2UH
.....

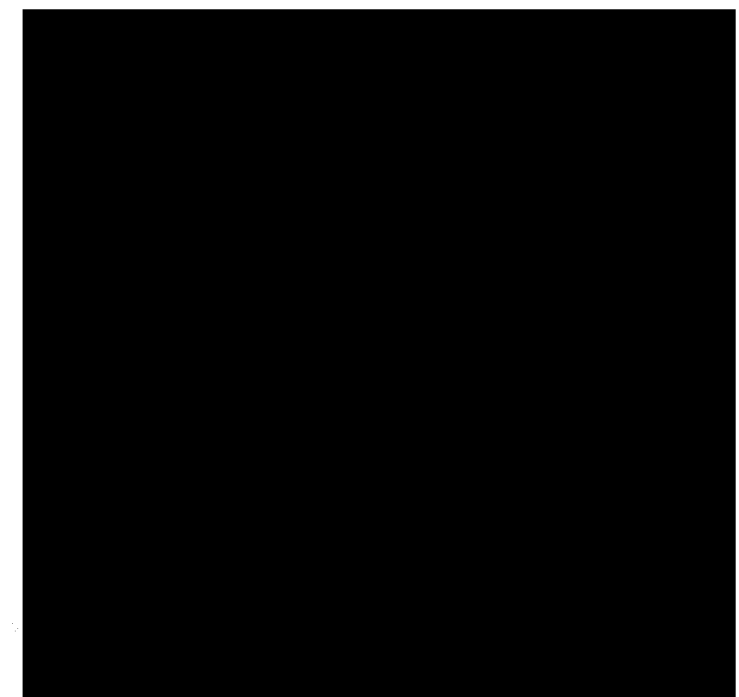
Appendix 1 Plan



North Arrow

For this drawing and all other drawings, the North Arrow shall be as shown. The North Arrow shall be used to determine the orientation of the site and the location of the proposed development. The North Arrow shall be used to determine the orientation of the site and the location of the proposed development. The North Arrow shall be used to determine the orientation of the site and the location of the proposed development.

Rev	Date	Drawn	Checked
1	11/01/21	ALM	
2	11/01/21	ALM	



Legend

	Application Boundary
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Project:
SILFHAM
WEST SUSSEX

Drawn by:
CHANGING FACILITIES BUILDING
LOCATION PLAN

Carlton
PLANNING

1:1000

0 10 20 30 40 50

By: Mr. PLANLUX/58/10226/21 Rev: 1