

DATED 3rd May 2024

BETWEEN:

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) BOKLOK HOUSING LIMITED

s106A Deed of Variation

relating to a Deed dated 21 April 2022 made pursuant to Section 106 of the Town and Country Planning Act 1990 and relating to Land South of Littlehampton Academy, Fitzalan Road, Littlehampton BN17 6ED West Sussex (planning

Application Ref: LU/30/24/DOV

THIS DEED is dated

3rd May

2024

Parties

- (1) **ARUN DISTRICT COUNCIL** of Bognor Regis Town Hall, Clarence Road, Bognor Regis, West Sussex PO21 1LD ("**the Council**")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester West Sussex PO19 1RQ ("**the County Council**")
- (3) **BOKLOK HOUSING LIMITED** (Company registration Number 11989509) of Maple Cross House, Denham Way, Maple Cross Rickmansworth WD3 9SW ("**the Owner**").

BACKGROUND

- A. The Council is the local planning authority for the purposes of s106 of the 1990 Act for the area within which the land is situated and by which the obligations in this Deed are enforceable.
- B. The County Council is the Education, Library and Fire and Rescue authority for the area within which the land is situated.
- C. The Owner is the freehold owner of the Land registered at the Land Registry under title number WSX431416.
- D. The Owner has applied to modify under section 106A of the Town and Country Planning Act 1990 the section 106 agreement dated 21 April 2022 as varied by the First Deed of Variation ("**the Original Agreement**") under reference **LU/30.24/DOV** and has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed and the Original Agreement.
- E. Without prejudice to the terms of the other covenants contained in the Original Agreement, the parties wish to vary the Original Agreement as set out in this Deed with effect from the date of this Deed ("**the Variation Date**")
- F. The Council approved the proposed variations to the Original Agreement above by way of a decision under delegated authority dated 13 February 2024.
- G. This Deed is made under section 106A of the 1990 Act and is supplemental to the Original Agreement and is made with the intention that it binds all owners' interests in the Site and their successors in title.

AGREED TERMS

1. Interpretation and Effect

The following definitions and rules of interpretation apply in this deed.

1.1 In this Deed, expressions defined in the Original Agreement and used in this Deed have the meaning set out in the Original Agreement (save as expressly varied by the provisions of the First Deed of Variation and this Deed). The rules of interpretation set out in the Original Agreement apply to this Deed.

1.2 Definitions:

2. **First Deed of Variation** means the deed of variation to the Original Agreement dated 15 August 2023 made between (1) the Owner and (2) the County Council Statutory Provision

This Deed is made pursuant to the provisions of sections 106 and 106A of the 1990 Act.

3. **Variation**

With effect from the Variation Date the parties agree that the Original Agreement as varied by the First Deed of Variation shall be varied as set out in the Schedule to this Deed.

4. **Covenant to the Council**

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

5. **Local Land Charge**

This Deed shall be registered as a local land charge.

6. **Third Party Rights**

It is not intended that any person other than a party to this Deed and their successors shall have any right to enforce any of its terms.

7. **Costs**

The Owner shall pay the Council's and the County Council's reasonable and proper legal costs and disbursements in connection with the preparation, negotiation and completion of this Deed on completion of this Deed.

8. **Notices**

8.1. The address for any notice or other written communication is as specified above in the case of each party hereto or (at the option of the recipient) such address as may be specified for service from time to time provided that the same is within the United Kingdom or (at the option of the party giving notice or other communication) the last-known place of business in the United Kingdom of the recipient.

8.2. Any notice or other written communication to be served or given by one party upon or to any other under the terms of this Deed shall be deemed to have been validly served or given if received by first class recorded post, by electronic mail or by recorded delivery post or other service which provides for delivery on the next business day or by hand to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing **SAVE THAT** where delivery is via electronic mail the sender must also deliver such notice or written communication by recorded delivery post **PROVIDED THAT** the notice or other written communication is sent to the email address stated and marked as follows for each recipient:

8.2.1. for the Owner at the address above

8.2.2. for the Council at the address above or to planning@arun.gov.uk

8.2.3. for the County Council at the address above

8.3. Unless the time of actual receipt is proven a notice demand or communication sent by the following means is to be treated as having been served:

8.3.1. in the case of electronic mail in the absence of evidence of a delay at the time the message was sent **TOGETHER WITH** confirmation of recorded delivery;

8.3.2. in the case of first class recorded post at the time delivery was signed for;

8.3.3. in the case of delivery by hand at the time delivery was made.

8.4. If a notice demand or any other communication is served after 4:00 pm on a Working Day or on a day that is not a Working Day it is to be treated as having been served on the next Working Day.

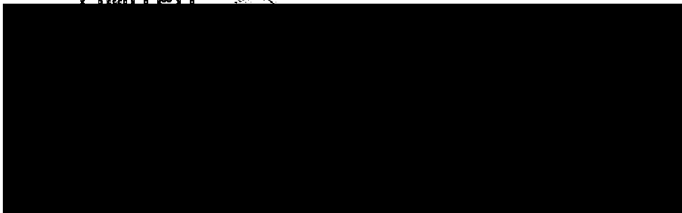
9. **Governing law and Jurisdiction**

9.1. 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 law of England.

9.2. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered on the date first stated above.

Executed as a deed by **BOKLOK HOUSING LIMITED**



~~[Attorney]~~



~~Signature of Director/Secretary~~



~~OR~~

~~Signature of Director~~

in the presence of:

Witness' signature



Name (capital letters) NICK FARMSTON

Address 1 HERCULES WAY
LEAVESDEN
WATFORD
WOLF 765

Occupation

FINANCE DIRECTOR

Executed as a deed by affixing the common
seal of **ARUN DISTRICT COUNCIL**, in the
presence of:

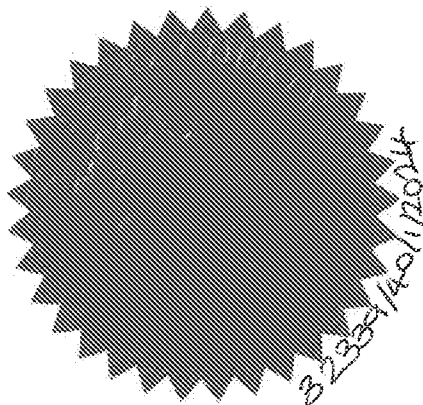


SOFIYA AHMED

LAWYER

Authorised Officer

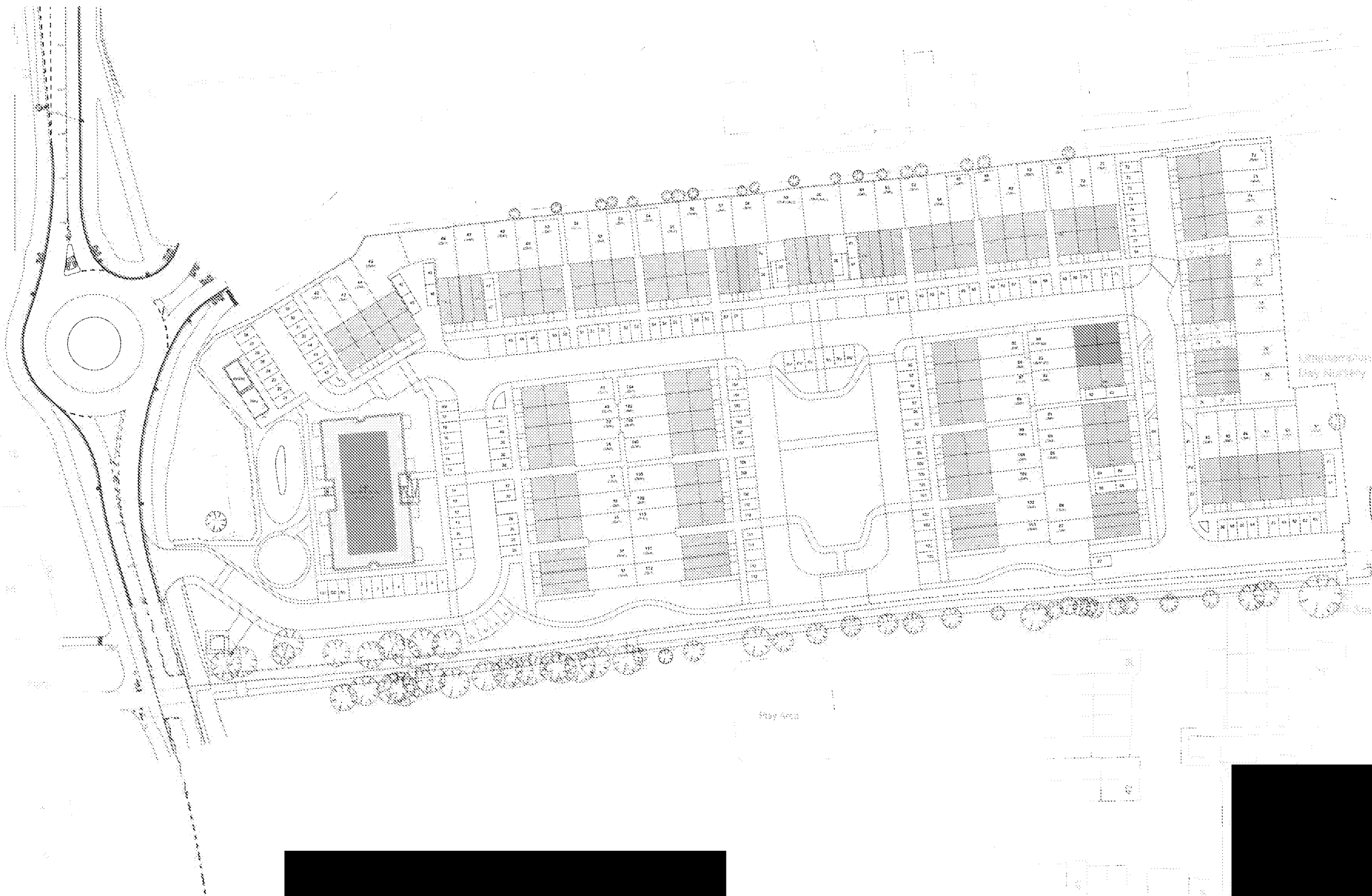
Executed as a deed by affixing the common
seal of **WEST SUSSEX COUNTY**
COUNCIL, in the presence of:



SCHEDULE

1. With effect from the Variation Date the parties agree that the Original Agreement shall be varied as set out in below:
 - 1.1 that the reference to Affordable Housing Mix in paragraphs 1.1 and 1.2 of Schedule 1 of the Original Agreement shall mean the revised Affordable Housing Mix attached to this Deed at Annex 2 so that:
 - 1.1.1 plots 75 and 77 shown on the revised Affordable Housing Plan attached to this Deed at Annex 1 shall be re-allocated to Open Market Housing Units; and
 - 1.1.2 plots 93 and 94 shown on the revised Affordable Housing Plan attached to this Deed at Annex 1 shall be re-allocated to Shared Ownership Units.
 - 1.2 that the plan annexed to this Deed at Annex 1 shall replace the plan at Appendix 2 of the Original Agreement;
 - 1.3 that the Affordable Housing Mix annexed to this Deed at Annex 2 shall replace the Affordable Housing Mix at Appendix 3 of the Original Agreement.

ANNEX 1
AFFORDABLE HOUSING PLAN



Affordable Plan Location

Key

- Affordable Rent Flats 9-32
- Shared Ownership Flats 1-8, Plots 93 and 94
- Open Market Sale Plots 33-62, 85-112



Client's Name
BoKlok

Job Title
Land to the South of Littlehampton Academy (6920)



Drawing Title
Affordable Housing Allocation

Scale
1:500 @ A1 / 1:1000 @ A3

Drawn
FH

Checked
MN

Date
17.02.21

Job No
Drawing No
Rev
LTH-ECE-XX-XX-DR-A-XX-5016 P10

Status
S2 / APPROVAL

Rev	Date	Revision Details	Dr	Ch
PG7	09.05.22	Affordable allocation revised	FH	MN
PG6	22.02.18	SD plots updated	FH	MN
PG5	22.02.16	Post planning amendments	AS	MN
PG4	22.03.21	For Planning	FH	MN
PG3	05.03.21	Final Draft Planning Issue	FH	MN
PG2	03.03.21	Allocation revised after comments from client	FH	MN
PG1	17.02.21	DRAFT Issue	FH	MN

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Bristol: Colston Street, Bristol, BS1 4AE
T 0117 214 1101 E bristol@ecearchitecture.com
ECE Architecture
www.ecearchitecture.com

ANNEX 2
AFFORDABLE HOUSING MIX

Size	Tenure	Location	Number of Units
1 BR 2 person flat	Affordable Rent	Plots 9, 10, 11, 14, 15, 17, 18, 19, 23, 25, 26, 27, 30, 31	15
2 BR 4 person flat	Affordable Rent	Plots 12, 13, 16, 20, 21, 24, 28, 29, 32	9
1 BR 2 person flat	Shared Ownership	Plots 1-8 (inclusive)	8
2 BR 4 person house	Shared Ownership	Plots 93 & 94	
TOTAL NUMBER OF AFFORDABLE HOUSING UNITS			34