

Dated

17th June

2013

(1) ARUN DISTRICT COUNCIL

(2) WEST SUSSEX COUNTY COUNCIL

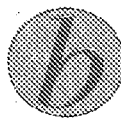
AND

(3) MARTLET HOMES LIMITED

DEED OF VARIATION OF UNILATERAL UNDERTAKING PURSUANT TO
SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO

LITTLEHAMPTON COVERED MARKET, SURREY STREET/HIGH STREET,
LITTLEHAMPTON, WEST SUSSEX



BACHELORS SOLICITORS

Charles House
35 Widmore Road
Bromley Kent
BR1 1RW



www.batchelors.co.uk

Ref: ANN/46880/158

THIS Deed of Variation of a Unilateral Undertaking dated the 25th
day of November 2009 made by Martlet Homes is made the
2013

17th day of June

BETWEEN:

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton,
West Sussex, BN17 5LF ("**ADC**")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, Chichester, West Sussex, PO19
1RQ ("**WSCC**")
- (3) **MARTLET HOMES LIMITED** (CRN03896674) whose registered office is 30 Park
Street London SE1 9EQ ("**the Owner**")

WHEREAS

- A. This Deed is supplemental and varies the Unilateral Undertaking as hereinafter defined.
- B. The Owner is the freehold owner and registered at the Land Registry as registered proprietor of a market land as hereinafter defined under title number WSX151623.
- C. ADC is the local planning authority for the purposes of the 1990 Act for the area in which the market land is situated and WSCC is the highway authority for the purposes of the Highways Act 1980.
- D. The Owner has requested from ADC "a non-material amendment application" hereinafter defined and ADC has agreed the variation under delegated powers.

- E. The parties hereto agree that the obligations in this Deed are necessary to make the variations acceptable in planning terms and fairly and reasonably relate in scale and in kind to the variation development.

IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

- 1.1 In this Deed the following terms shall have the following meanings (and in all other respects save as set out in Schedule 1 to this Deed words used herein shall have the meanings assigned to them by the definitions set out in the unilateral undertaking)

“the Martlet Land” means the land shown edged red on the plan

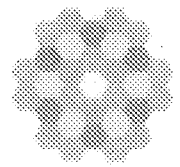
“the Non-Material Amendment Application” means the request made by the Owner to ADC for non-material amendments to the Planning Permission

“the Unilateral Undertaking” the undertaking under Section 106 of the Town and Country Planning Act 1990 given by the Owner to ADC and WSCC a copy of which is annexed hereto.

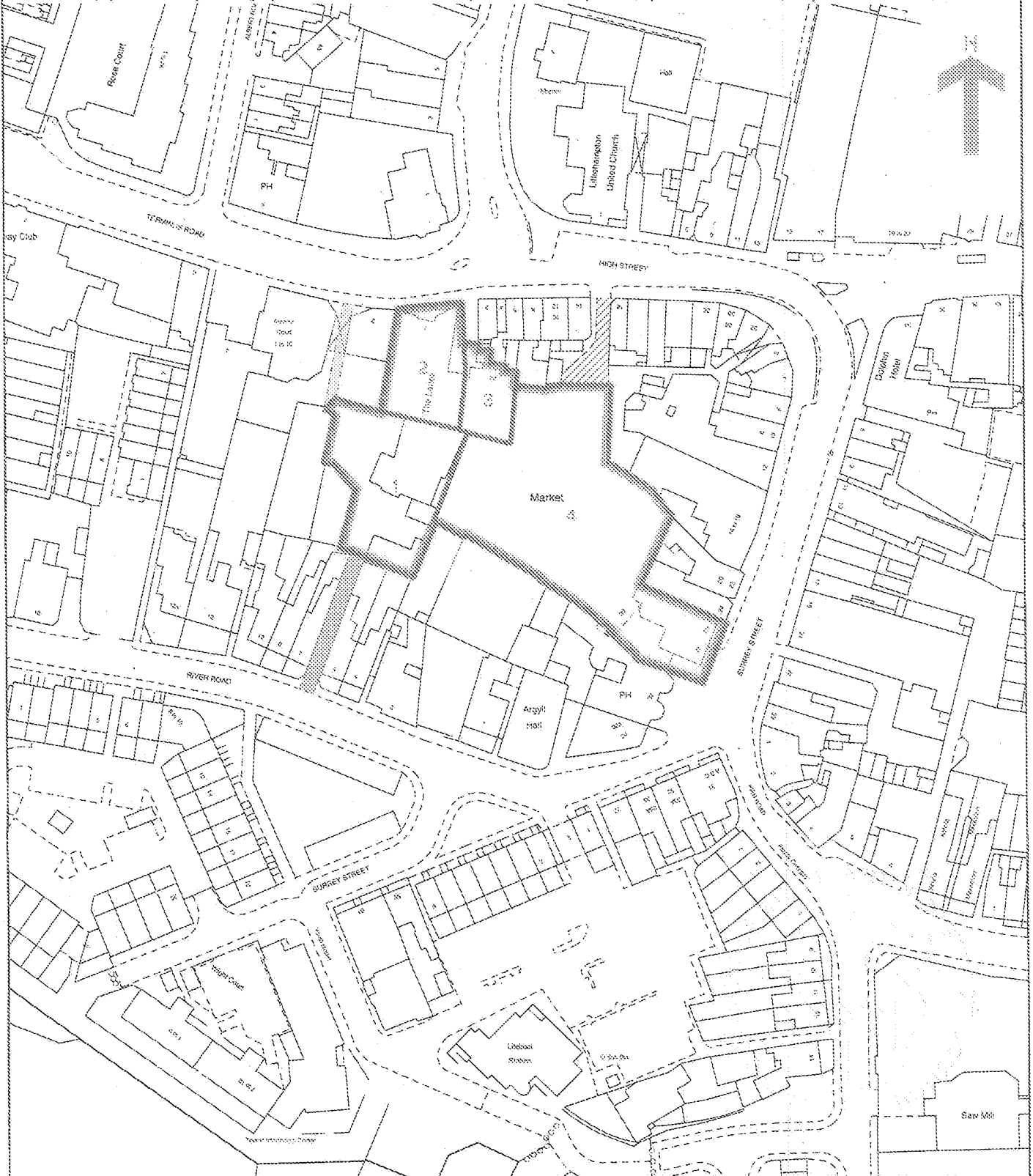
Land Registry

Official copy of title plan

Title number **WSX151623**
Ordnance Survey map reference **TQ0202SE**
Scale **1:1250**
Administrative area **West Sussex: Arun**



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This official copy issued on 26 April 2013 shows the state of this title plan on 26 April 2013 at 10:58:30. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

This title is dealt with by Land Registry, Croydon Office.

PRELIMINARY

- 2.1 This Deed is made pursuant to Section 106A of the 1990 Act Section 111 of the 1972 Act and all other powers enabling for the purpose of securing that the terms of the Unilateral Undertaking shall apply as varied by this Deed.
- 2.2 The obligations contained in this Deed shall take effect upon the Commencement of Development.
- 1.3 This Deed will be registered as a Local Land Charge.

2. AGREEMENT

- 3.1 The parties hereto agree that the Unilateral Undertaking is varied as set out in Schedule 1 of this Deed and that in all other respects the Unilateral Undertaking should continue in full force and effect.
- 3.2 The Owner covenants to comply with the obligations contained in Schedule 1 of this Deed.

3. THIRD PARTY RIGHTS

- 4.1 The provisions of this Deed are not intended to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.2 For the avoidance of doubt any statutory successor authority to ADC WSCC and the Owner are intended to be able to enforce the terms of this Deed.

4. DECLARATION

It is agreed and declared that in interpreting this Deed all other meanings definitions and interpretations set out in the Unilateral Undertaking shall apply.

5. LEGAL AND MONITORING COSTS

5.1 The parties agree that the Owner will pay these legal costs to ADC and WSCC:-

Payee	Time for Payment	Amount	Purpose
ADC	Before completion of this Deed	£450	ADC Legal Fees
WSCC	Before Completion of this Deed	£400	WSCC legal Fees

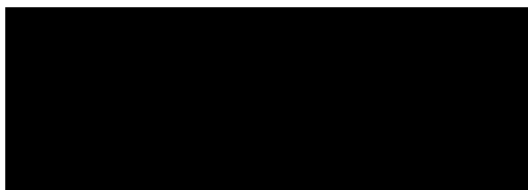
5.2 For the avoidance of doubt the above charges are standard charges and shall not preclude ADC or WSCC from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

6. GENERAL

6.1 No covenants or obligations contained in this Deed or the Original Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act

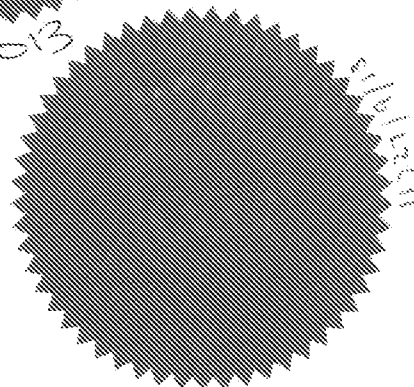
IN WITNESS whereof as a Deed the Owner ADC and WSCC have caused their respective common seals to be hereto affixed the day and year first before written

THE COMMON SEAL of ARUN DISTRICT
COUNCIL was hereunto affixed in
the presence of:-

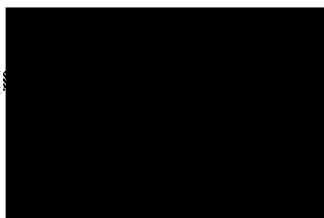


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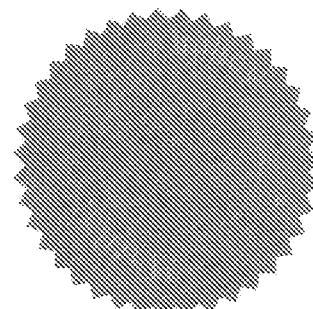
THE COMMON SEAL of WEST SUSSEX
COUNTY COUNCIL was hereunto affixed
in the presence of



THE COMMON SEAL of MARTLET HOMES
LIMITED was hereunto affixed in the
presence of:-

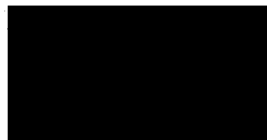


Authorised Signatory



38/2013

Secretary



SCHEDULE 1

- 1.1 The definitions of the following should be added to the list of definitions set out in clause 2.1 of the Unilateral Undertaking

“Affordable Housing” means Affordable Dwellings provided by a Registered Provider to nominees approved by the Council at rents as hereinafter defined

“Homes and Communities Agency” means the registration and regulatory body for Registered Providers of Social Housing with effect from 1st April 2012 or any successor

“Open Market Rent” means rent of an Affordable Housing Unit between the landlord and a willing tenant acting at arms length

“Registered Provider” means any registered provider of social housing as defined in Part 2 of the Housing and Regeneration Act 2008 who is registered with the Homes and Communities Agency and has not been removed from the register

“Rents” means the Rents up to 80% of the Open Market Rent inclusive of service charges (where applicable) in accordance with the

"Regulatory Framework for Social Housing in
England – Rent Standard" (April 2012)

1.2 Variation

1.2.1 2.24 shall be deleted and throughout the Deed Registered Social Landlord shall be replaced by Registered Provider

In clause 2.11 the definition of affordable housing units in the Unilateral Undertaking shall be deleted and replaced by:

'means a total of 15 units comprising:-

2x one-bedroom flats for Affordable Housing

3x two-bedroom houses for Affordable Housing

1x three-bedroom disabled adapted house for Affordable Housing

6x three-bedroom flats for Affordable Housing

3x one-bedroom flats for Affordable Housing

the location of which Affordable Housing units on the market land is set out in drawing number A217-125B (schedule of accommodation)

