

DATED

2026

- (1) **ARUN DISTRICT COUNCIL**
- (2) **WALBERTON PARISH COUNCIL**
- (3) **LINDEN WATES (WALBERTON) LLP**
- (4) **NATIONAL WESTMINSTER BANK PLC**

S106A DEED OF VARIATION

Relating to Land East of Tye Lane, Walberton

THIS DEED is made the

day of

2026

BETWEEN

- (1) **Arun District Council** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF (“**ADC**”);
- (2) **Walberton Parish Council** of The Pavilion, The Street, Walberton, Arundel, BN18 0PJ (“**Parish Council**”);
- (3) **Linden Wates (Walberton) LLP** (Co. Regn. No. OC421410) of 11 Tower View, Kings Hill, West Malling, Kent, England, ME19 4UY (“the **Owner**”); and
- (4) **National Westminster Bank PLC** (Co. Regn. No 00929027) of 250 Bishopsgate, London, England, EC2M 4AA (“the **Mortgagee**”).

WHEREAS:

- (A) For the purposes of the Act, ADC is the local planning authority for the area within which the Land is located and is the local authority for the purposes of the Local Government Act 1972.
- (B) The Owner is the freehold owner of part of the Land registered under title number WSX267804 and WSX314358 free from any encumbrances which would prevent the Owner entering into this Deed (the “**Owner’s Land**”).
- (C) The Mortgagee is the registered beneficiary of a charge dated 25 June 2021 under title number WSX267804 and WSX314358.
- (D) On 18 November 2017 (1) the Original Owner, (2) Wates Developments Limited, (3) ADC and (4) West Sussex County Council entered into a section 106 Agreement (“the **Original Agreement**”) for the development of the Land. Subsequent to this two Deeds of Variation dated 31 May 2019 and 12 December 2022 have been entered into to vary the Original Agreement.
- (E) On 23 February 2018 ADC granted the Planning Permission.
- (F) The parties to this Deed wish to further vary the Original Agreement (as varied) to allow for the transfer to the Parish Council of the Allotments and the Play Areas which are located on the Owner’s Land.
- (G) The Original Agreement (as varied) shall be further varied in the manner set out in this Deed.

THIS DEED WITNESSES the following:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 All words and phrases defined in the Original Agreement have the same meaning in this Deed unless explicitly stated otherwise.
- 1.2 The provisions of the Original Agreement shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

- 1.3 Clause headings shall not affect the interpretation of this Deed.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of ADC and Parish Council the successors to their respective statutory functions.
- 1.7 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.
- 1.8 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.

2. LEGAL EFFECT

- 2.1 This Deed is made pursuant to Section 106A of the Act and Section 111 of the Local Government Act 1972 so as to further vary the Original Agreement in the manner set out in this Deed and the Owner's obligations and covenants contained in this Deed:
- (a) are covenants and planning obligations to which these statutory provisions apply; and
 - (b) relate to the Land in the manner set out in this Deed; and
 - (c) are enforceable by the ADC as the local planning authority.
- 2.2 This Deed shall be registrable as a local land charge by the ADC.
- 2.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its interest in that part of the Land on which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest

3. COMMENCEMENT

The provisions in this Deed shall take effect upon its completion.

4. VARIATION TO ORIGINAL AGREEMENT

- 4.1 The parties agree that the Original Agreement shall be further varied in so far as it relates to the Owner's Land as set out in the Schedule to this Deed but shall otherwise remain in full force and effect (in so far as the obligations in the Original Agreement have not been discharged).
- 4.2 This Deed shall be read in conjunction with the Original Agreement.

5. **LEGAL COSTS**

The Parish Council will pay on completion of this Deed ADC's reasonable legal costs and disbursements in connection with its preparation up to a maximum of £600.

6. **COVENANTS BY THE OWNER**

6.1 The Owner covenants with ADC to comply with the Owner's obligations in the Original Agreement as varied by this Deed.

7. **THIRD PARTY RIGHTS**

7.1 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 terms of this Deed.

8. **GOVERNING LAW**

8.1 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 and Wales

9. **MORTGAGEE CONSENT**

9.1 The Mortgagee consents to the Owner entering into this Deed and in the event that the Mortgagee takes possession of the Land or any part of it and/or exercising its power of sale under the provisions of their respective charge then the Mortgagee and their respective successors in title will observe and perform and be bound by the terms and conditions of this deed and the Original Agreement in so far as the same remains to be observed and performed

10. **MISCELLANEOUS**

10.1 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

SCHEDULE 1 VARIATIONS

1. The Original Agreement shall be varied as follows:

1.1 At Clause 2.9 the following definitions will be **INSERTED**:

“Allotments” means the area shaded light blue and marked with the word ‘Allotments’ on the Estate Plan

“Estate Plan” means the Combined Estate Plan with drawing number LHS240-5202-P14 appended to this Agreement at Appendix 3

“Play Areas” means the locally equipped areas of play shaded blue and marked “LEAP Area” on the Estate Plan

1.2 The following definitions shall be **DELETED** and **REPLACED**:

“Public Open Space” means the area shaded green on the Estate Plan but excluding the area hatched blue

1.3 A new Clause 31 shall be inserted as follows :

“The Owner covenants with ADC

31.1 to provide and lay out the Play Areas in accordance with the scheme approved by ADC as part of the Reserved Matters Application

31.2 to ensure that the Play Areas are accessible to the public at all times PROVIDED THAT the Play Areas may be closed for emergencies, maintenance and repair

31.3 to complete the Play Areas (as the case may be) prior to first Occupation of the first Dwelling forming part of the Development to be Occupied

31.4 Not to Occupy any Dwelling forming part of the Development unless and until the Play Areas have been provided in accordance with this clause and to maintain the Play Areas until such time as the Play Areas have been transferred to the Parish Council

31.5 to transfer the Play Areas to the Parish Council for the purpose of managing and maintaining the Play Areas such transfer to include covenants on the Parish Council not to make an application to ADC to amend the Permission relating to the Play Area without first obtaining the written approval of the Owner and to manage and maintain the Play Areas in perpetuity”

1.4 A new Clause 32 shall be **INSERTED** as follows:

32. TRANSFER OF THE ALLOTMENTS

The Owner covenants with ADC

32.1 to provide land for use as Allotments as shown on the Estate Plan and to manage and maintain the Allotments until such time as the Allotments are transferred to the Parish Council

32.2 to ensure that the Allotments are accessible to the public at all times

32.3 to transfer the Allotments to the Parish Council for the purpose of managing and maintaining the Allotments such transfer to include covenants on the Parish Council not to make an application to ADC to amend the Permission relating to the Allotments without first obtaining the written approval of the Owner (such consent not to be unreasonably delayed or withheld) and to manage and maintain the Allotments in perpetuity as allotments

1.5 A new Appendix 3 shall be **INSERTED** titled "**APPENDIX 3 ESTATE PLAN**"

In witness to the above the Owner and the Mortgagee have executed this document as a Deed and the ADC and the Parish Council have affixed their Common Seal the day and year above written

EXECUTED as a DEED by LINDEN WATES)
(WALBERTON) LLP)

Acting by its two members)

for and on behalf Vistry Wates Finance LLP

.....
for and on behalf Vistry Wates Nominee
Limited

EXECUTED as a DEED by affixing)

THE COMMON SEAL of)

ARUN DISTRICT COUNCIL)

In the presence of:)

Authorised Signatory

EXECUTED as a DEED by affixing)

THE COMMON SEAL of)

WALBERTON PARISH COUNCIL)

In the presence of:)

Authorised Signatory

Director

Secretary Director

EXECUTED as a **DEED** by
NATIONAL WESTMINSTER BANK PLC

By its attorney

Attorney signature:

Attorney name:

In the presence of a witness

Witness signature:

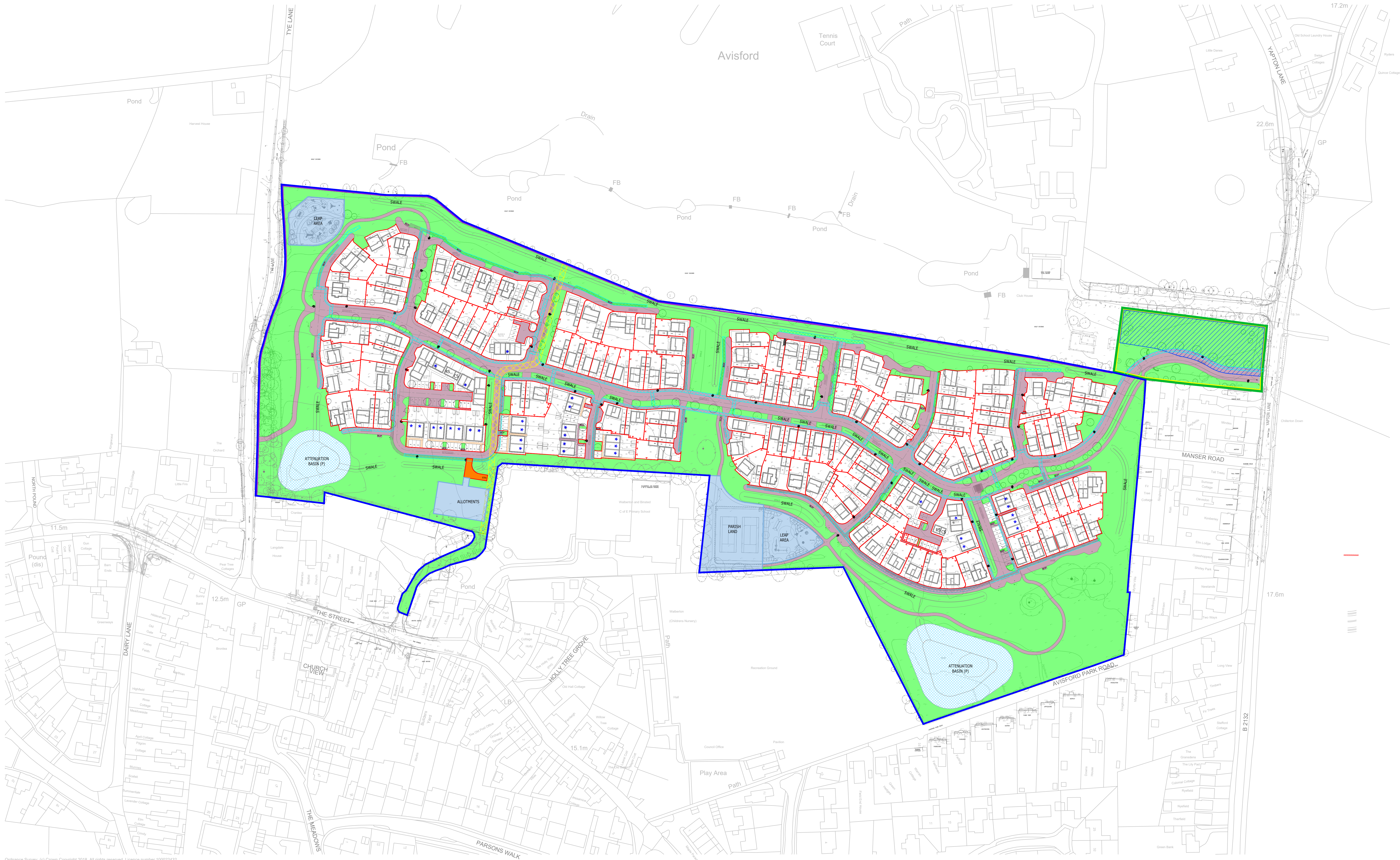
Witness name:

Witness occupation:

Witness address:

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HIGHWAYS ENGLAND KEY

 LAND TO BE RETAINED

 TEMPORARY LAND REQUIRED FOR CONSTRUCTION

HIGHWAYS ENGLAND INFORMATION TRANSCRIBED FROM
DRAWING NUMBER GH-125724007-HMLR-0001 REV P01
RECEIVED DECEMBER 2021.

ARDENT | CONSULTING ENGINEERS

Third Floor
The Hallmark Building
52-56 Loadenhall Street
London
EC3M 5JE

Tel: 020 7680 4088
Web: www.ardent-ce.co.uk
E-mail: enquiries@ardent-ce.co.uk

 **smartsafe** consultant
www.smartsafe.co.uk

 **SSIP** SAFETY
SUSSEX INSTITUTE OF
PAINTING

 **BSI** BRITISH STANDARD
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Drawing Title			
COMBINED ESTATE PLAN			
D Scale 1:1000	Date 21.11.19	Designed by MJR	
Drawn by MJR	Checked by JM	Approved by -	
Drawing Number LHS240-5202			Rev P14