

This Draft has been prepared without prejudice to the Council's discretion to properly determine this planning application at a future date and is not to be construed as giving any indication as to how the planning application may be determined

DATED THIS DAY OF 202

- (1) **ARUN DISTRICT COUNCIL**
- (2) **WEST SUSSEX COUNTY COUNCIL**
- (3) **SEAWARD PROPERTIES LIMITED**

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

Relating to land at Bonhams Field Main Road Yapton BN18 0DX
Planning Ref: Y/1/17/OUT & [REDACTED]

Arun District Council
Maltravers Road
LITTLEHAMPTON
BN17 5LF
DX57406 LITTLEHAMPTON

DPS Ref:

Bonhams Field Main Road Yapton DoV

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DEED OF VARIATION Dated

202

BETWEEN:

1. **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF ("ADC")
 2. **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, CHICHESTER, West Sussex PO19 1RQ ("WSCC")
 3. **SEAWARD PROPERTIES LIMITED** (company registration No 02595439 whose registered office is Metro House Northgate Chichester West Sussex P019 1BE ("the Owner")
- together the "Parties"

WHEREAS

- A ADC is the Local Planning Authority for the purposes of Section 1 of the Act for the area within which the Land is situated
- B WSCC is the Highway Authority, and is responsible for education functions and the provision of library and fire and rescue services within the area within which the Land is located
- D By a deed hereinafter called the "Principal Agreement" dated 30 August 2017 made between the Previous Owner, the Owner, ADC and WSCC the Parties entered various obligations pursuant to the First Planning Permission
- E On the 7 December 2017 ADC granted the First Planning Permission for the Development ("the First Planning Permission")
- F By a deed hereinafter called the "First Deed of Variation" dated [] made between the Owner, ADC and WSCC the Parties agreed to vary the Principal Agreement to facilitate the grant of planning application Y/99/20/PL ("the Section 73 Application")
- G On the [] ADC granted the Section 73 Planning Permission.

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- H A new application referenced by [] has been submitted to vary the Principal Agreement as amended by the First Deed of Variation ("the Amended Agreement") pursuant to section 106A of the Act in order to remove the on-site play area requirements required by the Amended Agreement ("the Second Amending Application")
- G The Parties have entered into this Deed to facilitate the amendment required by the Second Amending Application and so that the Amended Agreement applies to the First Planning Permission and the Section 73 Planning Permission
- H This Deed is supplemental to and to the extent that its contents so provides, varies the Amended Agreement to the extent only that the Amended Agreement relates to the Land

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. INTERPRETATION AND DEFINITIONS

- 1.1. All words and phrases defined in the Amended Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Amended Agreement shall remain in full force and effect save as varied modified or amended by this Deed.
- 1.2. Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
- 1.3. Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not affect the construction of this Deed.
- 1.4. Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 1.5. References in this Deed to the Owner, ADC and WSCC shall include their successors in title.
- 1.6. In this Deed, unless the context otherwise requires:

"Deed"	means this deed of variation;
"Previous Owner"	means Sheila Mary Lyons and Richard Gwynn Benedict Lyons

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"Section 73 Planning Permission"	means the planning permission granted by ADC on [] in respect of the First Section 73 Planning Application
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2. LEGAL EFFECT

- 2.1. This Deed contains planning obligations for the purposes of the Act enforceable by ADC as local planning authority and varies the planning obligations contained in the Principal Agreement and is made pursuant to the provisions of Section 106 and Section 106A of the Act and, insofar as the provisions hereof do not constitute planning obligations for purposes of Section 106 of the Act, this Deed is also entered into pursuant to Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and all other powers enabling ADC thereunto.
- 2.2. Save as specifically varied modified or amended by this Deed the Principal Agreement shall remain in full force and effect.
- 2.3. This Deed shall take effect on the date of this Deed.

3. VARIATION TO THE PRINCIPAL AGREEMENT

It is hereby agreed by the Parties that the Principal Agreement be varied as follows:-

- 3.1 Clause 1.1 Definitions: delete "Play Area Specifications" and "Play Area"
- 3.2 Paragraph 3 of Schedule 1 (Play Areas): delete all of 3.1 to 3.5

4. REGISTRATION AS LOCAL LAND CHARGE

- 4.1. This Deed shall be registered as a Local Land Charge by ADC.

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5. RIGHTS OF THIRD PARTIES

- 5.1. 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 term of this Deed.

6. JURISDICTION

- 6.1. This Deed is to be governed by and interpreted in accordance with the law of England.

7. COUNTERPARTS

- 7.1. This Deed may be executed in any number of counterparts, each of which is a principal and all of which together evidence the same agreement.

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IN WITNESS WHEREOF the parties have entered into this Deed the day and year first above written.

THE COMMON SEAL OF ARUN DISTRICT COUNCIL

Was hereunto affixed
in the presence of:

Authorised Signatory
Seal Book Number

THE COMMON SEAL OF WEST SUSSEX COUNTY COUNCIL

Was hereunto affixed
in the presence of:

Authorised Signatory
Seal Book Number

**EXECUTED as a DEED by
SEAWARD PROPERTIES LIMITED**

acting by:-

Director

in the presence of
Signature of witness

Name (in BLOCK CAPITALS)

Address.....
.....
.....

Bonhams Field Main Road Yapton DoV