

Dated

13 May

2019

ARUN DISTRICT COUNCIL	(1)
WEST SUSSEX COUNTY COUNCIL	(2)
WORTHING HOMES	(3)

Deed of Variation under Section 106A of the Town
and Country Planning Act 1990 in relation to Land
at Kings Close, Yapton, West Sussex

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex
BN17 5LF
Ref: Y/22/14

THIS DEED OF VARIATION OF SECTION 106 AGREEMENT is made the
13 day of May 2019

BETWEEN:

- (1) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex, BN17 5LF ("**the District Council**")
- (2) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street, Chichester, West Sussex, PO19 1RG ("**the County Council**")
- (5) **WORTHING HOMES LIMITED** (Company Number: 351 7244) and Charity Commission No. 1074516) of Davison House, North Street, Worthing, West Sussex, BN11 1ER ("**Worthing Homes**")

WHEREAS:

- (A) On 11 November 2014 a Planning Obligation by Deed under Section 106 of the Town and Country Planning Act 1990 as amended was entered into between (1) Prime Securities Limited ("**the Owner**") (2) the District Council and (3) the County Council
- (B) Worthing Homes acquired that part of the site as shown edged red on the Plan on 1 October 2018 [which is in the process of being registered at the Land Registry].
- (D) Worthing Homes have requested and the District Council and the County Council have agreed that the Section 106 Agreement shall be varied in the manner hereafter appearing and pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 as amended in relation to the land edged red on the Plan only.

NOW IT IS AGREED as follows:

1 Definitions and Interpretation

- 1.1 Terms and expressions defined in the Section 106 Agreement shall unless the context otherwise requires have the same meaning when used in this Agreement

1.2 In this Agreement the following expressions shall have the following meaning:

1. **"Section 106 Agreement"** means the Planning Obligation by
2. Deed under Section 106 of the Town and Country Planning Act
1 1990 (as amended) which was entered into between (1) the
Owner (2) the District Council and (3) the County Council on 22 11
November 2014

1. **"The Worthing Homes Units"** means those Affordable Housing
2. Units intended to be transferred to Worthing Homes which are
2 shown edged red on the Plan

2 Variations

2.1 Paragraph 4 of Schedule 4 of the Section 106 Agreement shall be deleted in its entirety and there shall be substituted a new Paragraph 4 of Schedule 4 in the terms set out hereafter:

4. The obligations contained in this Deed shall not be binding nor enforceable against any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

4.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

4.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled

to dispose of the Affordable Housing Units free from the obligations in this Agreement which provisions shall determine absolutely.

3 Miscellaneous Provisions

3.1 Except as varied by clause 2 of this Deed the Section 106 Agreement is otherwise confirmed by the parties hereto and remains in full force and effect.

3.2 This Agreement is a Local Land Charge and the District Council shall register it as a Local Land Charge.

4 Jurisdiction

This Deed shall be governed by the laws of England

IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

**EXECUTED as a Deed by
affixing the Common Seal of
ARUN DISTRICT COUNCIL in
the presence of:**

Name: SALAH CHARLES

Signature

Authorised signatory

Deed reg. No. 171/2019

**EXECUTED as a Deed by
affixing the Common Seal of
WEST SUSSEX COUNTY
COUNCIL in the presence of:**

4

Name:

Signature:

Authorised signatory

**Executed as a Deed by
affixing the Common Seal of
Worthing Homes Limited in
the presence of:**

Signature:

Name:

Authorised signatory.



Appendix 1

Plan

