

DATED

20 November

2017

PERSIMMON HOMES LIMITED (1)

ARUN DISTRICT COUNCIL (2)

WEST SUSSEX COUNTY COUNCIL (3)

Deed of Variation pursuant to (inter alia) Section 106 and Section 106A of the
Town and Country Planning Act 1990
relating to land situate at Burndell Road, Yapton, West Sussex

20 November

THIS DEED OF VARIATION is made the day of 2017
BETWEEN

- (1) **PERSIMMON HOMES LIMITED** (Company Registration number 4108747)
whose registered office is situate at Persimmon House, Fulford, York, YO19
4FE ("the Owner")
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre, Maltravers Road,
Littlehampton, West Sussex, BN17 5LF ("ADC")
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street,
Chichester, West Sussex, PO19 1RQ ("WSCC")

BACKGROUND:-

- (1) ADC and WSCC are both local planning authorities for the purposes of
the Town and Country Planning Act 1990 as amended ("the Act")
- (2) By an agreement dated 17th November 2011 ("the Original Agreement")
made between Kenridge Limited, Jacqueline Ann Walker, Peter Maurice
Lush, Robin Michael Lush, John Anthony Lush and Andrew Charles
Langmead (1) M J Gleeson Group PLC (2) ADC (3) and WSCC (4) in
pursuance of Section 106 of the Act planning permission under planning
application number Y/81/10 was obtained on appeal subject to obligations
contained therein in respect of land at Bumdell Road, Yapton, West
Sussex shown edged red on the Section 106 Plan attached to the Original
Agreement
- (3) The Parties hereto have agreed and consent to the terms of the Original
Agreement being varied in respect of the Site which is now registered at
HMLR under title number WSX357820 as set out below.

NOW THIS DEED WITNESSETH as follows:

PRELIMINARY AND RECITALS

1. Definitions

Any words or phrases used in this Deed which are not defined in this Deed and prefixed by capital letters shall where defined in the Original Agreement have the meaning given to them in the Original Agreement.

2. Purpose of Deed

- 2.1 This Deed is supplemental to and varies certain of the obligations contained in the Original Agreement
- 2.2 The provisions of this Deed bind the Site (and each and every part of it) the parties and their successors in title save where this Deed expressly provides to the contrary

3. Statutory Authorities

- 3.1 ADC and WSCC are for the purposes of Sections 106 and 106A of the Act the authorities which can enforce the terms of this Deed
- 3.2 This Deed is made pursuant to the provisions of Section 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other powers enabling

4. Planning

This Deed is supplemental to the Original Agreement which is varied by the provisions of this Deed

5. Liability for this Deed

The Planning Obligations restrictions covenants limitations and obligations in this Deed relating to clause 6.1 are binding in their entirety

upon the Owner and their interest in the Site save as otherwise provided and shall bind and run with the Site and each and every part of it

6. Variations

6.1 The Owner covenants to the intent that the covenants shall be planning obligations for the purposes of the Act and shall be binding on and enforceable against him and his successors in title to the Site and that the Owner shall observe and perform the obligations set out in the Schedule to this Deed

6.2 The provisions of this Deed shall only become binding on the Owner upon its dating and completion

6.3 This Deed shall be registered as a local land charge

7. Continuance of the Original Agreement

7.1 The Parties declare that all other provisions of the Original Agreement and all subsequent variations thereto remain in full force and effect and are incorporated into this Deed and the Owner agrees to be bound by the terms of the Original Agreement as varied by this Deed

7.2 Nothing contained in this Deed shall affect the powers of ADC and/or WSCC with regard to the enforcement of planning control under the Act from time to time

7.3 This Deed shall be enforceable by ADC and/or WSCC in the same manner as the Original Agreement

THE SCHEDULE

1. Paragraph 6.1 of the Original Agreement shall now be altered to read as follows:

"The Owner hereby covenants with ADC and WSCC that:

Highways

6.1. prior to the completion of the Development they will enter into an agreement with WSCC pursuant to the Highways Act 1980 for the following works in the existing highway to be carried out:

- i bus stops improvements (new Kassel-type high kerbing) and footway improvements adjacent to two bus stops locations on Burndell Road, (as indicated on drawing number 2009/1082/015);
- ii resurfacing and lighting works to Footpath (No 200/2) between the Site and Downview Road, including a new uncontrolled crossing of Downview Road (as indicated on drawing number 2009/1082/014);
- iii formation of the access to the Site from Goodhew Close, including road marking improvements to Goodhew Close"

2. A new paragraph 6.1A will be inserted as follows:

"6.1A To complete the works listed in paragraph 6.1 i to iii within 6 months of completion of this Deed or a date otherwise agreed in writing by the County Council"

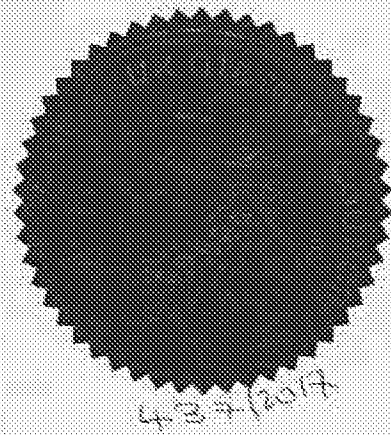
3. A new paragraph 6.1B will be inserted as follows:

"6.1B Upon completion of this Deed to pay the sum of Eighty Thousand Five Hundred and Three Pounds and Forty Pence (£80,503.40) to WSCC to be used towards walking and cycling improvements as included in the Yapton Neighbourhood Plan, and/or walking and cycling improvements between Barnham and Yapton."

IN WITNESS whereof the parties hereto have executed this document as a Deed

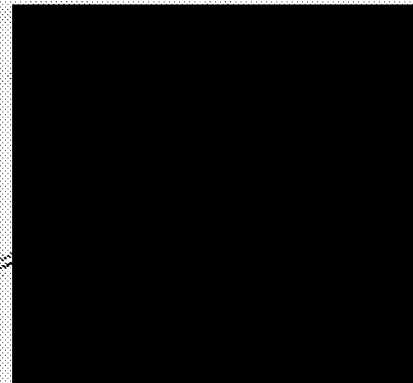
SIGNED as a Deed by the said
PERSIMMON HOMES LIMITED
acting by its attorneys:-

)
)
)



Authorised Attorney

Authorised Attorney



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



[Signature]
Authorised Officer

THE COMMON SEAL of WEST SUSSEX)
COUNTY COUNCIL was hereunto affixed)
in the presence of:-)
Authorised Officer

