Planning Application Reference:	**Y/37/07/**
Document Title:	**Deed of Variation**
Date of Agreement:	**1st December 2009**
Date of Publication:	**18th December 2009**

NB Feedback

Dated 1 December 2009

Between

(1) Downland Housing Association Limited

and

(2) Arun District Council

DEED OF VARIATION TO AN AGREEMENT

Under Section 106 of the Town & country Planning Act 1990

and other powers

Land at Yapton Industrial Estate, Bilsham Road, Yapton, West Sussex

---

Sharratts (London)
1 The Old Yard
Rectory Lane
Brasted
Westerham
Kent
TN16 1JP

ARUN DISTRICT COUNCIL Y/37/07 DOW2 58

THIS DEED OF VARIATION is dated 1 December 2009

and is made between:-

(1) **Downland Housing Association Limited** whose registered office is at Norris House Burrell Road Haywards Heath West Sussex RH16 1YL("the Owner")

(2) **Arun District Council** of Arun Civic Centre, Maltravers Road, Littlehampton, West Sussex BN17 5LF ("ADC")

WHEREAS

1. This Deed is supplemental to an Agreement dated 19 August 2008 and made between (1) The Executors of the Estate of David Taylor being [redacted] (2) Gladedale (Special Projects) Limited and (3) ADC (hereinafter called "the Main Agreement") and is made pursuant to Section 106 of the Town & Country Planning Act 1990 and all or any obligations restrictions and covenants hereinafter contained on the part of the Association are Planning Obligations for the purposes of the said Section 106 and are enforceable by ADC as Local Planning Authority

2. The Main Agreement was made pursuant to Section 106 of the Town & Country Planning Act 1990 in respect of the development of certain land more particularly therein defined pursuant to an application for Planning Permission submitted to ADC under reference number Y/37/07 and known as land at Yapton Industrial Estate Bilsham Road Yapton West Sussex (" the Application Site")

3. The Owner has acquired a freehold interest in the Application Site

4. It has been agreed between the parties that the Main Agreement should be varied in relation to the Application Site as hereinafter appears

ARUN DISTRICT COUNCIL Y/37/07/OUT 58

NOW THIS DEED WITNESSETH that the Main Agreement is varied in the following manner namely:-

1. In Clause 2.20 of the Main Agreement the definition of the Management Company shall be deleted and shall be replaced with the following:--

"the Management Company" shall mean (i) if the Owner is not a Registered Social Landlord the management company set up by the Owner and to be funded in part by a contribution from the Applicant of £20,000 and in part by the occupiers of the Market Housing Units through Service charge contributions and which shall be responsible for certain aspects of the Development as set out in this Agreement and (ii) if the Owner is a Registered Social Landlord the Management Company shall mean the Owner"

2. In clause 2.11 of the Main Agreement the definition of Affordable Housing Units shall be deleted and shall be replaced with the following:-

"Affordable Housing Units" means 40% of the Residential Units within the Development [which equates to twenty four (24) dwellings forming part of the Development] which are to be identified for use for the purposes of Affordable Housing as nineteen (19) social rented dwellings being Plots 1, 2, 13-20 and 51-59 and five (5) shared ownership dwellings being Plots 21 to 25 in accordance with the terms of this Agreement and the siting and types of which Affordable Housing Units are as identified on Plan 3 attached hereto (and hereinafter called Affordable Housing Plan) [and which shall include gardens].

3.1 A new Clause 2.33 shall be added to the Main Agreement as follows:-

"2.33 "Staircase" means the purchase by the owner of an Affordable Housing Unit which has been acquired on shared ownership terms of additional equity in the Affordable Housing Unit

3.2 A new clause 5.10.2.3 shall be added to the Main Agreement as follows:-

"5.10.2.3 A shared ownership Lessee of an Affordable Housing Unit who has Staircased to 100% ownership.

4. In clause 5.11 of the Main Agreement all references to "60%" and "60% of" shall be deleted

5. In clause 5.11.5.2 of the Main Agreement the words " but subject to all or any tenancies of the Affordable Housing Units subsisting at the date of the Sale Notice" shall be deleted

6. Without prejudice to the generality of Clause 15 .8 in the Main Agreement the Main Agreement shall for avoidance of doubt apply to any Planning Permission issued pursuant to Planning Application reference Y/38/09 [which seeks to delete Condition 12 from Planning Permission Ref Y/37/07]

7. Save as varied by the provisions of clauses 1 2 and 3 above the Main Agreement shall remain in full force and effect as if the provisions of the Main Agreement were repeated herein as so amended.

IN WITNESS whereof this Deed has been executed the day and year first before written

Executed as a Deed by affixing
The COMMON SEAL of DOWLAND
HOUSING ASSOCIATION LIMITED
Hereto in the presence of

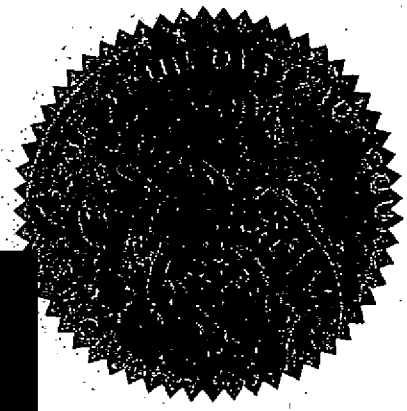
Authorised signatory [redacted]

Authorised signatory

Sealed with the COMMON SEAL of

Arun District Council in the presence

of:-



Seal Book No.

Authorised Signator

[redacted]

ARUN DISTRICT COUNCIL Y/37/07/