

17th March

THIS DEED is made the 17th day of MARCH Two Thousand and Sixteen

BETWEEN:-

- (1) **LISA JANE MILLARD** of Southview Littleworth Lane Littleworth Partridge Green Horsham RH13 8JX and **CHRISTOPHER JAMES ANTHONY WHITE** of Nash's Cottage Maypole Lane Yapton Arundel BN18 0DP and **HANNAH SEYDEH WHITE** of Stakers Farm North End Road Yapton Arundel BN18 0DU and **KIRSTY HELEN WHITE** of 155a Old Brompton Road London SW5 0LJ ("the Owner"); and
- (2) **ARUN DISTRICT COUNCIL** of Arun Civic Centre Maltravers Road Littlehampton West Sussex BN17 5LF ("ADC"); and
- (3) **WEST SUSSEX COUNTY COUNCIL** of County Hall Chichester West Sussex PO19 1RQ ("WSCC")

RECITALS

- A.** This Deed is supplemental to a Planning Agreement dated 5th August 2015 and made between the Owner (1) ADC (2) and (WSCC) (3) ("the Agreement") pursuant to Section 106 of the Town & Country Planning Act 1990 in respect of the proposed development of the land north of Yapton C of E School on North End Road Yapton BN18 0DU as defined in the Agreement as the Land
- B.** The Owner remains the registered proprietor of the freehold interest in the Land which is registered at the Land Registry under Title Number WSX285552.
- C.** The parties hereto have agreed that certain provisions of the Agreement do not accurately reflect the parties intentions.
- D.** The parties wish to vary the terms of the Agreement as set out in this Deed with effect from the date of this Deed

NOW THIS DEED WITNESSETH as follows:-

1. Agreed Terms

In this Deed expressions defined in the Agreement and used in this Deed have the meaning set out in the Agreement. The rules for interpretation set out in the Agreement apply to this Deed.

2. Variations to the Agreement

2.1. The Agreement shall be read subject to the following change:-

Paragraph 2.4 of Schedule 4 to the Agreement shall be deleted and replaced with the following paragraph:-

“In the event that the second offer has not been accepted within the second offer period then the Owner will pay to ADC a sum equivalent to 35% of the open market value of the Affordable Housing Unit Land and upon receipt by ADC of the said sum the provisions of this Schedule 4 shall no longer apply such that the Affordable Housing Units shall become Market Housing Units without restriction on the sale or occupation thereof. Further, in the event that any dispute shall arise as to the open market value of the Affordable Housing Unit Land or in respect of the Owner's compliance with sub-paragraphs 2.1, 2.2 and 2.3 and such dispute is referred for resolution pursuant to clause 21 of this Agreement then, paragraph 1.2 of this Schedule 4 shall cease to apply from the date that such dispute arose. It is agreed that should paragraph 2.4 be invoked the Education Contribution, Library Contribution and Fire and Rescue Services Contribution shall be re-calculated so as to account for the increase in Market Housing Units, given that the Rented Units have been discounted 100% from the calculation of the relevant contributions”.

2.2. From and including the date of this Deed the Agreement shall be read and construed as varied by the provision set out in this Deed.

2.3. The Agreement shall remain fully effective as varied by this Deed and the terms of this Agreement shall have effect as though the provisions contained in this Deed had been originally contained in the Agreement.

3. Local Land Charge

This Deed of Variation shall be registered as a local land charge by ADC.

4. Endorsement

Promptly following completion of this Deed ADC shall endorse a memorandum of variation on the Agreement in the following terms:-

"This Agreement has been varied by a Deed of Variation dated [] 2015 and made between the Owner (1) ADC (2) and WSCC (3).

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the parties have executed this instrument as their Deed the day and year first before written

SIGNED and DELIVERED
by **LISA JANE MILLARD**
as her Deed in the presence of:-

Witness Signature

Name: *LISA JANE MILLARD*

Address: *16 Norman Rd*

Turkington Wells TN12 2RY

Occupation: *Restaurant manager*

SIGNED and DELIVERED
by **CHRISTOPHER JAMES ANTHONY**
WHITE as his Deed in the presence of:-

Witness Signature: [REDACTED].....
Name: ASTELLA GUILDORF.....
Address: 8 THE MILLERS.....
YARPTON, WEST SUSSEX.....
Occupation: NANNY.....

SIGNED and DELIVERED
by **HANNAH SEYDEH WHITE**
as her Deed in the presence of:-

Witness Signature: [REDACTED].....
Name: K. PALMA.....
Address: 8 THE MILLERS YARPTON.....
WEST SUSSEX BN1 8OLE.....
Occupation: SALES MANAGER.....

SIGNED and DELIVERED
by **KIRSTY HELEN WHITE**
as her Deed in the presence of:-

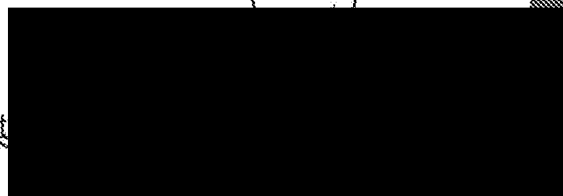
Witness Signature: [REDACTED].....
Name: ASTELLA GUILDORF.....
Address: 8 THE MILLERS.....
YARPTON, WEST SUSSEX BN1 8OLE.....
Occupation: NANNY.....

SEALED with the **COMMON SEAL**
of **ARUN DISTRICT COUNCIL**
in the presence of:-

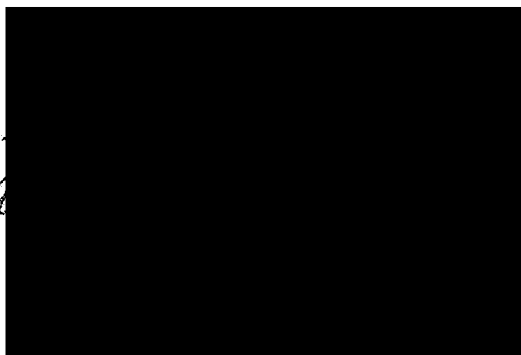
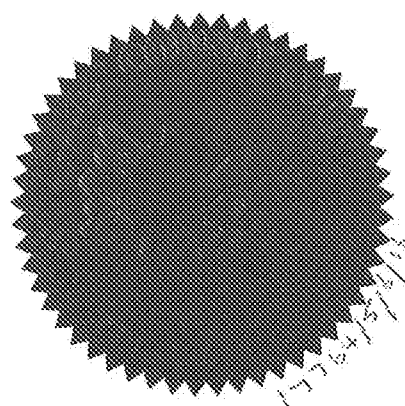


Seal Book No:

Authorised Signat



SEALED with the **COMMON SEAL**
of **WEST SUSSEX COUNTY COUNCIL**
in the presence of:-



4. The fourth part of the document discusses the implications of the findings. It suggests that the results of the survey indicate a growing interest in community involvement, which may be due to a variety of factors, including increased awareness and a desire for greater control over local affairs.

5. The fifth part of the document provides a summary of the key findings and conclusions. It reiterates the importance of accurate record-keeping and the need for ongoing communication and collaboration between the organization and the community.