WB/08/0812/FUL
&
WB/07/1041/FUL

DATED 10 November 2008

DEED OF VARIATION

OF

SECTION 106 AGREEMENT

Northbrook College Sussex (1)

and

Worthing Borough Council (2)

and

West Sussex County Council (3)

Land at

Northbrook College of
Further Education Campus
Broadwater Road
Worthing

Jeremy Cook
Executive Head of Legal
and Democratic Services
Town Hall
Chapel Road
Worthing
West Sussex
BN11 1HA

Ref: ST/ 002703/ph/northbrook/variation

THIS DEED OF VARIATION OF THE S106 PLANNING OBLIGATION BY AGREEMENT is dated the 10 day of November 2008

BETWEEN:

(1) **NORTHBROOK COLLEGE SUSSEX** of Littlehampton Road Goring-by-Sea Worthing West Sussex BN12 6NU ("the Owner")

(2) **WORTHING BOROUGH COUNCIL** of Town Hall Chapel Road Worthing West Sussex BN11 1HA ("the Council")

(3) **WEST SUSSEX COUNTY COUNCIL** of County Hall Chichester West Sussex PO19 1RQ ("the County Council")

WHEREAS:

(A) This Deed is supplemental to and varies a Planning Obligation Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 ("the Act") dated 6th August 2008 and entered into by the parties hereto ("the Principal Agreement")

(B) Since completion of the Principal Agreement the Parties have agreed to amendments to the Planning Permission granted under reference WB/07/01041/FULL and the Parties have agreed to enter into this Deed in order to vary the Principal Agreement to incorporate such amendments

(C) The Council is the local planning authority for the area in which the Property (as defined in the Principal Agreement) is situated for the purposes of the Act and is a local authority by whom the obligations in this Deed are enforceable

(D) The County Council is the highway authority for the purposes of the Highways Act 1980 for the area in which the Site is situated and is a local authority by whom the obligations in this Deed are enforceable

(E) The Owner is a further education corporation established pursuant to Section 15 of the Further and Higher Education Act 1992 and is an exempt charity

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. AGREEMENT

1.1 This Deed is a planning obligation for the purposes of Section 106 of the Act

1.2 The Owner is the owner in fee simple in possession of the Site free from financial encumbrances

1.3 The variations of the Principal Agreement created by this Deed shall take effect on the date hereof

1.4 No Party will be liable for any breach of the contents of this Deed in respect of any period during which that party no longer has an interest in the Site or the part in respect of which the breach occurs

1.5 This Deed will be registered as a local land charge

1.6 The Parties hereto agree to vary the Principal Agreement as follows:

1.6.1 The definition of "Application" shall be replaced to mean the "application for planning permission for the Proposed Development submitted to the Borough Council by the Owner and allocated reference number WB/08/0812/FULL"

1.6.2 The definition of "Proposed Development" shall be replaced to mean "revised proposal for the new Further, Higher and Adult Education College on existing college site, inclusive of associated on site car parking and hard and soft landscaping – WB/07/01041/FULL refers. Proposed amendments include alterations and an increase in floor space of the proposed 6 storey tower element and amendments to the design of the college theatre"

1.7 The Parties hereto further agree that in all other respects the Principal Agreement remains in full force and effect and unaltered except for the variations thereof contained in this Deed

1.8 The Owner hereby covenants to pay the Council and the County Council's reasonable legal costs incurred in connection with the preparation and completion of this Deed

2. DECLARATION

2.1 It is agreed and declared that in interpreting this Deed all other meanings definitions and interpretations set out in the Principal Agreement shall apply save that Party or Parties shall mean the Owner the Council or the County Council

3. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

3.1 For the purposes of (inter alia) the Contracts (Rights of Third Parties) Act 1999 it is hereby AGREED AND DECLARED that the parties to this Deed (and their respective successors in title) may rescind or vary this Deed without the consent of any third party

EXECUTED as a Deed and delivered on the date hereof

THE CORPORATE SEAL of **NORTHBROOK COLLEGE SUSSEX** was hereunto affixed in the presence of:-

[redacted]

Chair of the Corporatio[redacted]

Principal and Member of the Corporation

[redacted]

EXECUTED as a Deed by affixing the **COMMON SEAL** of **WORTHING BOROUGH COUNCIL** in the presence of :)
)
)



8811

Authorised Signatory [redacted]

Executive Head of
Legal and Democratic Services

EXECUTED as a Deed by affixing the **COMMON SEAL** of **WEST SUSSEX COUNTY COUNCIL** in the presence of :)
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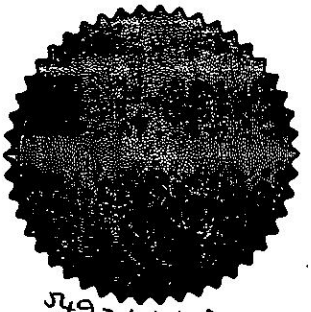

547/8/9/08

[redacted]

Authorised Signatory