DATED 21 September 2016

W. N. DEVELOPMENTS LIMITED

AND

ADUR DISTRICT COUNCIL

AND

WEST SUSSEX COUNTY COUNCIL

AND

SUSSEX YACHT CLUB LIMITED

SECOND DEED OF VARIATION

Pursuant to Section 106A of the Town and Country Planning Act 1990 relating to land at former Parcelforce Site, 79-81 Brighton Road, Shoreham-by-Sea BN43 6RE

AshtonKCJ

Waterfront House

Wherry Quay

Ipswich

Suffolk

IP4 1AS

Telephone : 01473 232425

Fax : 01473 230505

Ref : JPG/133138-462

PARTIES:

(1) **W. N. DEVELOPMENTS LIMITED** (company number 02101798) whose registered office is at 13 College Road, Bedford MK42 9PL (the 'Owner')

(2) **ADUR DISTRICT COUNCIL** of Civic Centre, Ham Road, Shoreham-by-Sea, West Sussex BN43 6PR (the 'Council')

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

(4) **SUSSEX YACHT CLUB LIMITED** (company number 00215905) whose registered office is at 85/89 Brighton Road, Shoreham-by-Sea, West Sussex BN43 6RE (the 'Yacht Club')

WHEREAS:

A By a Deed (hereinafter called "the Principal Deed") dated the 7th October 2013 pursuant to the Town and Country Planning Act 1990 (as amended) between (1) the Owner and (2) the Council and (3) the County Council and (4) the Yacht Club certain obligations contained therein are expressed to be conditional upon Commencement of Development.

B By a Deed of Variation dated 22nd September 2015 ("1st Deed of Variation") the Principal Deed was varied in relation to the Affordable Housing Units in order for the Principal Agreement to be acceptable to the Registered Social Landlord

C The Owner is the freehold owner of the land comprised in title numbers WSX54850 and WSX322434.

D The Yacht Club is the freehold owner of the land comprised in title number WSX225238.

E The Developer has submitted an application for a Minor Material Amendment which has been allocated the Council's Planning Application Reference No. AWDM/0601/15 to increase the height of the retaining wall to the infilled slipway at Surry Hard by 0.3 metres.

F The parties hereto are desirous of altering the terms of the Principal Deed on the terms as set out in this Second Deed of Variation ("2nd Deed of Variation")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 This 2nd Deed of Variation is made pursuant to Section 106A of the Town and Country Planning Act 1990 (as amended) and all other relevant enabling provisions. The covenants in this 2nd Deed of Variation are planning obligations for the purposes of that Act.

2 The Council is the local planning authority capable of enforcing the obligations in the Principal Deed, the 1st Deed of Variation and this 2nd Deed of Variation.

3 The parties to this 2nd Deed of Variation do not intend that any of the terms of this 2nd Deed of Variation will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

4 The parties to this 2nd Deed of Variation hereby agree and covenant with each other that from the date of this 2nd Deed of Variation the Principal Deed shall be varied in accordance with the following Schedule of Variation

5 This 2nd Deed of Variation shall be read in conjunction with the Principal Deed and the expressions in this 2nd Deed of Variation shall have the same meaning as in the Principal Deed unless the context otherwise requires it

6 Save as hereby modified and in so far as they have not already been complied with at the date of this 2nd Deed of Variation all other obligations and terms of the Principal Deed shall continue in full force and effect

7 This 2nd Deed of Variation shall be registered as a Local Land Charge by the Council

8 For the avoidance of doubt the contributions referred to in the Principal Deed as varied by this 2nd Deed of Variation shall only be required to be paid once

SCHEDULE OF VARIATION

1. The definition of Application in the Principal Deed shall be deleted and the following definition substituted therefor:-

"Application"	together planning application AWDM/0501/12 and planning application AWDM/0601/15.

2. The definition of 'Permission' in the Principal Deed deleted and the following substituted therefor:-

"Permission"	the planning permissions which together relate to the Application being the planning permission which was issued by the Council on 7th October 2013 and the planning permission to be issued by the Council pursuant to planning application AWDM/0601/15.

IN WITNESS whereof the parties have respectively sealed this Deed as a Deed the day and year first before written

SIGNED as a deed by the said **W. N. DEVELOPMENTS LIMITED** acting by a director in the presence of:-

[redacted]

Director

Signature of witness: [redacted]

Witness name: [redacted]

Address: 6 CROMWELLS FORT HGTS, WEXFORD. CO WEX

Occupation: SECRETARY

THE COMMON SEAL OF **ADUR DISTRCIT COUNCIL** was hereunto affixed in the presence of:-

[redacted]

Authorised Signatory

THE COMMON SEAL OF **WEST SUSSEX COUNTY COUNCIL** was hereunto affixed in the presence of:-

[redacted]

Authorised Signatory



SIGNED as a deed by the said **SUSSEX YACHT CLUB LIMITED** acting by a director in the presence of:-

[redacted]

Director

Signature of witness: [redacted]

Witness name:

Address: 5 [illegible]
[illegible] RH17 5PW

Occupation: Company Secretary

AshtonKCJ

Offices in:

Bury St Edmunds | Cambridge | Felixstowe | Ipswich | Norwich | Thetford

www.ashtonkcj.co.uk