

10/0897

DATED

3rd November

2011

|                                                        |            |
|--------------------------------------------------------|------------|
| <b>Ribble Valley Borough Council</b>                   | <b>(1)</b> |
| <b>and</b>                                             |            |
| <b>Beck Developments Limited</b>                       | <b>(2)</b> |
| <b>and</b>                                             |            |
| <b>David Howard Eventhall</b>                          | <b>(3)</b> |
| <b>And</b>                                             |            |
| <b>Pauline Sykes and John Barrie Sykes</b>             | <b>(4)</b> |
| <b>and</b>                                             |            |
| <b>Haydock Finance Limited</b>                         | <b>(5)</b> |
| <b>and</b>                                             |            |
| <b>The Trustees of the Stalwart Commission Tufters</b> |            |
| <b>(Self Administered) Pension Fund</b>                | <b>(6)</b> |

#### **DEED OF VARIATION**

**Pursuant to a Deed dated 24 March 2010 under Section 106 of the Town and County Planning Act 1990 (as amended) relating to land situate at Primrose Mill, Woone Lane, Clitheroe**

**DEED OF VARIATION** made the **3rd November** 2011

**1. Particulars**

**1.1 The Landowners**

**Beck Developments Limited**  
(Company No. 3183243) whose  
registered office is at Challenge  
House Challenge Way Blackburn BB1  
5QB

**David Howard Eventhall** of  
Earlscliffe Lodge Groby Road  
Altrincham Cheshire WA14 2AS

**Pauline Sykes and John Barrie  
Sykes** of 23 Moorland Road  
Clitheroe Lancashire BB7 4PY

**1.2 The Mortgagees**

**Haydock Finance Limited**  
(Company No. 01526882) whose  
registered office is at Challenge  
House Challenge Way Blackburn BB1  
5QB

**Helena Balmforth** of Holdens The  
Street Slinfold Horsham West Sussex  
RH13 ORR and

**Tor Pension Trustees Limited**  
(Company No. 5026390) whose  
registered office is at 4 Cannon Court  
High Street Lymington Hampshire  
SO41 9AQ acting as **The Trustees  
of the Stalwart Commission  
Tufters (Self Administered)  
Pension Fund**

**1.3 The Council**

**Ribble Valley Borough Council** of  
Council Offices, Church Walk,  
Clitheroe, Lancashire, BB7 2RA

**1.4 The Section 106 Agreement**

A Section 106 Agreement dated 24  
March 2010 made by the Council (1)  
Beck Developments Limited (2) John  
Barrie Sykes and Pauline Sykes (3)  
David Howard Eventhall (4) Helena  
Balmforth and Tor Pension Trustees  
Limited (5) Haydock Finance Limited  
(6)

## **1.5 The Land**

That land respectively in the ownership of the Landowners comprising certain land which is now registered at HM Land Registry with freehold absolute title under Title Numbers LA817039 and LA820688 and LA935228 and LAN97789 and LAN114405 and LAN99434 and certain unregistered land which is comprised in a Conveyance dated 8 March 1985 made between TGB Motors Limited (1) William Frederick Ratford and Peter Thomas Masterson (2) David Howard Eventhall (3)

## **1.6 The Initial Permission**

The Planning Permission dated 24 March 2010 numbered 3/2008/0526

## **2. Definitions and Interpretation**

In this Deed:

- 2.1 The words and expressions in clause 1 shall have the meanings specified
- 2.2 Unless the context otherwise requires the terms and expressions used shall have the meanings prescribed by the Section 106 Agreement

## **3. Background**

- 3.1 This Deed is supplemental to the Section 106 Agreement
- 3.2 The Landowners remain the owners of the Land and the Mortgagees remain the Mortgagees over the various parts of the Land and the Council remains the local planning authority for the area in which the Land is situated.
- 3.3 The Landowner has made an application for full planning consent in addition to the Initial Permission granted as an outline consent and the parties agree that the Section 106 Agreement shall be amended to refer to the additional planning permission that will be granted as a result of such application.
- 3.4 This Deed is made pursuant to the provisions of Section 106 and Section 106A of the Town and Country Planning Act 1990, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 (as amended in each case) and any other enabling powers

and the obligations in this Deed are planning obligations enforceable by the Council.

#### **4. Variation**

4.1 The Landowners and the Mortgagees and the Council agree that the Section 106 Agreement is varied as follows and shall henceforth take effect and be read and construed as if it relates to both the Initial Permission and the planning permission to be granted pursuant to application number 3/2010/0897

4.2 In all other respects the Section 106 Agreement (as varied by this deed) shall remain in full force and effect.

#### **5. Mortgagee's Consent**

The Mortgagees consent to the completion of this deed and acknowledge that from the date of this deed that part of the Land in the ownership of the "Company" as defined in the Section 106 Agreement shall be bound by the terms of this deed, as if it had been executed and registered as a land charge prior to the creation of the Mortgagees' interest in the such part of the Land.

#### **6. Registration**

The Council shall register this Deed in its register of Local Land Charges.

#### **7. Confirmation of the Section 106 Agreement**

Save as set out in this Deed the parties affirm the provisions of the Section 106 Agreement.

#### **8. Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this Agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

#### **9. Governing Law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**IN WITNESS** whereof the parties hereto have executed this Deed the day  
and year above written

**EXECUTED** as a **DEED** by  
**RIBBLE VALLEY BOROUGH**  
**COUNCIL** by the affixing  
of its Common Seal in the  
presence of:



\_\_\_\_\_  
Mayor

**EXECUTED** as a **DEED** by **BECK**  
**DEVELOPMENTS LIMITED**  
acting by two directors or a  
director and its secretary:

)  
)  
)  
)

*[Handwritten signature]*  
\_\_\_\_\_

**SIGNED AS A DEED** by **DAVID**  
**HOWARD EVENTHALL** in the  
presence of:

)  
)  
)

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

*[Handwritten mark]*

SIGNED AS A DEED by **JOHN** )  
**BARRIE SYKES** in the presence )  
of: )

Witness Signature: \_\_\_\_\_

Witness Name:

Witness Occupation:

Witness Address:

SIGNED AS A DEED by **PAULINE** )  
**SYKES** in the presence of: )

Witness Signature: \_\_\_\_\_

Witness Name:

Witness Occupation:

Witness Address:

**EXECUTED as a DEED by** )  
**HAYDOCK FINANCE** )  
acting by two directors or a )  
director and its secretary: )

**SIGNED AS A DEED by HELENA )**  
**BALMFORTH in the presence of:)**

Witness Signature: \_\_\_\_\_

Witness Name:

Witness Occupation:

Witness Address:

**EXECUTED as a DEED by TOR )**  
**PENSION TRUSTEES LIMITED )**  
acting by two directors or a )  
director and its secretary: )

Director/Secretary