

16/511

DATED 8th August 2016

~~DEED OF VARIATION~~

And

~~DEED OF VARIATION~~

And

RIBBLE VALLEY BOROUGH COUNCIL

DEED OF VARIATION

To a Deed of Unilateral Planning Obligation dated 2<sup>nd</sup> August 2011 under  
Section 106 of Town and Country Planning Act 1990 (as amended)  
Relating to Land to the north of Riddings Lane, Whalley, Clitheroe, Lancashire



Croftons Solicitors  
The Lexicon  
Mount Street  
Manchester  
M2 5FA

Ref: AC/JB/7062/389

THIS DEED OF VARIATION is made the 8 day of August 2016

By

\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_

and

of PO Box 78, County Hall, Fishergate, Preston,  
Lancashire PR1 2UB

**and**

**RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe,  
Lancashire, BB7 2RA (2) "The Council"

**1.1. This Deed of Variation is supplemental to a Deed of Unilateral planning obligation dated the 2<sup>nd</sup> August 2011 given by the Co-Operative Group Limited relating to land at Riddings Lane, Whalley, Clitheroe, Lancashire to The Council "The Unilateral Undertaking".**

1.2 [REDACTED] is the registered proprietor of the land (subject of the Unilateral Undertaking) which is registered with absolute freehold title at the Land Registry under Title Number LAN169196.

**1.3.5 [REDACTED] is entering into this Deed of Variation to alter the terms of the Unilateral Undertaking as detailed in the schedule to this Deed.**

1.4. ~~\_\_\_\_\_~~ and ~~\_\_\_\_\_~~ and ~~\_\_\_\_\_~~ acknowledge that the Unilateral Undertaking is still in force

**1.5. Save as set out in this Deed, ~~\_\_\_\_\_~~ agrees to observe and perform the covenants set out in the Unilateral Undertaking.**

1.6. All definitions and interpretations of words and phrases in this Deed of Variation shall be governed by the meanings described in the Unilateral Undertaking unless otherwise set out herein.

1.7. No provisions of this Deed of Variation shall be enforceable under the Contract (Rights of Third Parties) Act 1999.

**EXECUTED AS A DEED** on the date specified at the commencement hereof.

## **SCHEDULE**

From and including the date of this Deed of Variation it is hereby acknowledged and agreed that the Unilateral Undertaking shall be read and construed as varied by the provisions set out in this Schedule below:-

1. Clause 1.1 Definition of "Chargee" delete this definition in its entirety and replace with "any Mortgagee or Chargee of the Registered Social Landlord or any Receiver (including an administrative Receiver) appointed by such Mortgagee or Chargee or any other person appointed under any security documentation to enable such Mortgagee, Chargee to realise its security or any administrator howsoever appointed (as appointed including the housing administrator".

2. Schedule 1 paragraph 8:-

(a) Delete the word "best" and replace with "reasonable" and delete the word "secure" and replace with "complete".

After the words "in such a way as to safeguard them as Affordable Housing" insert "for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all approved principle monies, interest and costs and expenses".

Clause 8 (b) Delete the word "two" and replace with "four"

Clause 8 (c) Delete the word "two" and replace with "four"

Clause 8 (c) Delete the word "secure" and replace with "complete"

IN WITNESS whereof Bellway and The Council and LCC have executed this Deed of Variation by affixing their common seals the day and year first before written.

**DATED**

**2016**

**~~5. THE PARTIES~~**

**DEED OF VARIATION**

To a Deed of Unilateral Planning Obligation dated 2<sup>nd</sup> August 2011 under  
Section 106 of Town and Country Planning Act 1990 (as amended)  
Relating to Land to the north of Riddings Lane, Whalley, Clitheroe, Lancashire

**~~6. THE PARTIES~~**  
The Lexicon  
Mount Street  
Manchester  
M2 5FA

Ref: AG/JB/7062/388

By

**EXECUTED AS A DEED** on the date specified at the commencement hereof.

## **SCHEDULE**

From and including the date of this Deed of Variation it is hereby acknowledged and agreed that the Unilateral Undertaking shall be read and construed as varied by the provisions set out in this Schedule below:-

1. Clause 1.1 Definition of "Chargee" delete this definition in its entirety and replace with "any Mortgagee or Chargee of the Registered Social Landlord or any Receiver (including an administrative Receiver) appointed by such Mortgagee or Chargee or any other person appointed under any security documentation to enable such Mortgagee, Chargee to realise its security or any administrator howsoever appointed (as appointed including the housing administrator".

2. Schedule 1 paragraph 8:-

(a) Delete the word "best" and replace with "reasonable" and delete the word "secure" and replace with "complete".

After the words "in such a way as to safeguard them as Affordable Housing" insert "for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all approved principle monies, interest and costs and expenses".

Clause 8 (b) Delete the word "two" and replace with "four"

Clause 8 (c) Delete the word "two" and replace with "four"

Clause 8 (d) Delete the word "secure" and replace with "complete"

IN WITNESS whereof Bellway, have executed this Deed of Variation by affixing its common seal the day and year first before written.

COMMON SEAL of

~~\_\_\_\_\_~~

was affixed in the presence of:-

