

Dated _____ **2021**

Ribble Valley Borough Council

and

Lancashire County Council

and

BDW Trading Limited

and

Jigsaw Homes North

Deed of Variation

Pursuant to Section 106A of the Town and Country
Planning Act 1990 relating to Land off Waddington
Road, Clitheroe, Lancashire, BB7 2DE

This Deed of Variation is made on

day of

2021

Between

- (A) **Ribble Valley Borough Council** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (the "Council");
- (B) **Lancashire County Council** of PO Box 78, County Hall, Preston, Lancashire, PR1 8XJ ("the County Council")
- (B) **BDW Trading Limited** (Company Registration Number 03018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF ("the Owner")
- (C) **Jigsaw Homes North** (Company Registration Number 03807022) whose registered office is at Cavendish 249, Cavendish Street, Ashton under Lyne, Tameside OL6 7AT ("Jigsaw") .

Whereas

- A. The Council is the local planning authority for the area in which the Site is situated and the authority entitled to enforce the obligations in this Deed of Variation.
- B. On 24th February 2015 a section 106 Agreement was entered into between the Council, the County Council, Nicholas Guy Le Gendre Starkie, Clitheroe Auction Mart Company Limited and John Howard Taylor, Sarah Jane Howard & Samantha Anne Howard (the Agreement)
- C. There have since been two Deeds of Variation to the Agreement as between the Council, the County Council and the Owner dated 22nd July 2019 and 18th November 2020 (the Original Variations) This Deed of Variation (the Supplemental Variation) is supplemental to the Agreement and the Original Variations.
- D. The Owner is the Registered Proprietor of the site as defined in the s106 Agreement and whose title is registered as Freehold title at Land Registry under title number LAN223498
- E. The Owner, the Council, the County Council and Jigsaw are entering into this Supplemental Variation to alter the terms of the Agreement and the Original Variations in respect of the site as detailed at Clause 1 below
- F. Save as set out in this Deed of Variation the Owner, the Council, the County Council and Jigsaw agree to observe and perform the covenants and other matters set out in the Agreement and the Original Variations

- G. All definitions and interpretations of words and phrases in the Supplemental Variation shall be governed by the meanings described in the Agreement unless otherwise set out therein

NOW THIS DEED is made pursuant to section 106A of the Act and WITNESSES as follows:

1. It is hereby agreed between the parties that the following provisions in the Agreement shall be amended as follows:

- 1.1. A new definition of 'Over 55s Requirement' shall be inserted into the Original Agreement at clause 1.1.61 as follows:

"Over 55s Requirement' means in respect of Affordable Housing a person who is disabled and/or is over the age of 55 years except that in circumstances of a married couple or civil partnership where at least one person in the married couple or civil partnership is not less than 55 years of age or is disabled'

- 1.2. To delete the definition of 'Approved Person' from the Original Agreement at clause 1.1.9 in its entirety and replace it with the following:

"Approved Persons' means a person who meets the Qualifying Criteria and in respect of the Older Person Housing that is also an Affordable Housing Unit means a person who also meets the Over 55s Requirement'

- 1.3. To remove the 'Right of Pre-emption' at Clause 1.1.51 in its entirety

- 1.4. To remove the 'Shared Ownership Lease' Clause 1.1.52 in its entirety

- 1.5. The addition of new Clause 2.3.9 to Schedule 2 as follows:

1.5.1. *If after a period of 8 weeks from completion of the construction and marketing of the Shared Ownership Unit(s), such unit(s) have not been disposed of by the RSL, then disposal of such units to person(s) without a local connection to the Borough and to person(s) under 55 years of age will be permitted. All subsequent disposals will not be restricted by such criteria.*

- 1.6. The addition of new Clause 2.3.10 to Schedule 2 as follows:

1.6.1. *If after a period of 4 weeks of advertising the affordable units for rent, suitable tenancies cannot be found due to The over 55's requirement, then with the consent of the Council (such consent not to be unreasonably withheld), such units can be offered to person(s) under 55 years of age. For all subsequent tenancies such units will subject to The over 55s requirement for the initial period of 2] weeks of advertising.*

2. The Owner enters into this Deed of Variation for the purpose of consenting to the variation of the Agreement and to the Site being bound by the Agreement as amended

3. Jigsaw acknowledges and declares that this Deed of Variation has been entered into by the Owner with Jigsaw's consent and that the Site shall be bound by the obligations contained

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in this Deed of Variation and that the Site shall be bound by this Deed of Variation PROVIDED THAT Jigsaw shall otherwise have no liability under this Deed of Variation unless and until the Jigsaw takes a leasehold or freehold interest in the Site or any part thereof in which case Jigsaw will be bound by the obligations as if it were a person deriving title from the Owner.

4. The Owner shall pay the reasonable costs of the Council incurred in the negotiation preparation and execution of this Deed of Variation up to a maximum of £[]
5. This Deed of Variation shall come into force on the date hereof.
6. This Deed of Variation shall be registrable as a local land charge by the Council.

IN WITNESS of which the parties have executed this Deed of Variation on the date first written above:

THE COMMON SEAL of
RIBBLE VALLEY BOROUGH COUNCIL

was affixed in the presence of:

.....

Solicitor/Authorised Signatory

EXECUTED as a DEED by
affixing the Common Seal of
JIGSAW HOMES NORTH in the presence of:

Authorised Signatory

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Authorised Signatory

Executed as a deed

(but not delivered until the date hereof) on behalf of

BDW TRADING LIMITED

by:

.....

in the exercise of the powers conferred on them

by a Power of Attorney dated

who have thereto set the name of **BDW Trading Limited**

In the presence of:

Witness Signature:

Name of Witness:

Witness Address:

.....

Witness Occupation

and

.....

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in the exercise of the powers conferred on them
by a Power of Attorney dated

who have thereto set the name of **BDW Trading Limited**

In the presence of:

Witness Signature:

Name of Witness:

Witness Address:

.....

Witness Occupation