

Dated 3 April 2023

RIBBLE VALLEY BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUCIL

and

[REDACTED]

and

[REDACTED]

and

[REDACTED]

and

[REDACTED]

and

[REDACTED]

Second Deed of Variation

pursuant to Section 106A of the Town and Country
Planning Act 1990 relating to land East of Chipping
Lane, Longridge

This Deed is made on the 3rd day of April 2023

By

1. Ribble Valley Borough Council of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (the "Council")
2. Lancashire County Council of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (the "County Council")
3. [REDACTED] (the "Developer")
4. [REDACTED] and [REDACTED] of [REDACTED] (the "First Owner")
5. [REDACTED] and [REDACTED] of [REDACTED] and [REDACTED] of [REDACTED] together being the [REDACTED] (the "Second Owner")
6. [REDACTED] and [REDACTED] of [REDACTED] (the "Third Owner")
7. [REDACTED] and [REDACTED] of [REDACTED] (the "Mortgagee")

Together "the Parties"

Whereas

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and the body entitled to enforce the obligations in this Deed and the Original Agreement (as varied).
- B. The County Council is the education authority and the highway authority for the area in which the Site is situated and the county planning authority for the purposed of the Act for the area in which the Site is situated by whom the obligations in the Third Schedule of the Original Agreement are enforceable
- C. The Developer is the freehold owner of part of the Site registered at the Land Registry under Title Numbers LA396612 and LAN196810.
- D. The First Owner is the freehold owner of part of the Site registered at the Land Registry under Title Number LA738829.
- E. The Second Owner is the freehold owner of part of the Site registered at the Land Registry under Title Numbers LAN141963, LA859642 and LA777658.
- F. The Third Owner is the freehold owner of part of the Site registered at the Land Registry under Title Number LAN2261.
- G. The Mortgagee has the benefit of a registered charge dated 2 August 2011 over parts of the Site owned by the Second Owner.

- H. The Original Agreement was entered into on 29 October 2015.
- I. The Outline Planning Permission was granted on 29 October 2015 subject to the Original Agreement.
- J. The Second Planning Permission was granted on [03/04/2023] and is subject to the Original Agreement by virtue of the First Deed of Variation entered into on [3 April 2023]
- K. The Parties have agreed to enter into this Deed to amend the Original Agreement as varied by the First Deed of Variation

NOW THIS DEED is made pursuant to section 106 and section 106A of the 1990 Act and **WITNESSES** as follows:

1. DEFINITIONS

1.1 Unless defined in this Deed or the context otherwise requires, a term defined in the Original Agreement as varied by the First Deed of Variation shall have the same meaning in this Deed. In this Deed (including for the avoidance of doubt the recitals) the following expressions shall have the following meaning:

First Deed of Variation means the deed of variation made under Section 106A of the 1990 Act (and other enabling provisions) dated [03/04/2023] between (1) The Council (2) The County Council (3) The First Owner (4) The Second Owner (5) The Third Owner (6) The Mortgagee and (7) The Developer;

Original Agreement means the planning obligation by deed of agreement made under Section 106 of the Act (and other enabling provisions) dated 29 November 2015 between (1) Ribble Valley Borough Council (2) Lancashire County Council (3) [REDACTED] (4) [REDACTED] (5) [REDACTED] and [REDACTED] (6) [REDACTED] and [REDACTED] and (7) [REDACTED]

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and the County Council any successor to their statutory functions.

3. LEGAL BASIS

- 3.1 This Deed is supplemental and collateral to the Original Agreement and is made pursuant to Sections 106 and 106A of the 1990 Act and the covenants, restrictions and obligations imposed under this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority and their successors in title.
- 3.2 Insofar as any of the covenants, restrictions and obligations contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

4. CONDITIONALITY

- 4.1 This Deed shall take effect from the day it is dated.

5. VARIATIONS

- 5.1 The parties agree that the Original Agreement shall remain in full force and effect save as expressly varied by the Schedule.
- 5.2 The variations to the Original Agreement set out in the Schedule to this Deed of Variation shall take effect upon the date hereof as though they had originally been contained within the Original Agreement.

6. MISCELLANEOUS

- 6.1 Upon completion of this Deed the Developer shall pay to the Council the reasonably and properly incurred legal costs of the Council incurred in the negotiation, preparation and execution of this Deed up to a maximum sum of £1,250.00.
- 6.2 Upon completion of this Deed the Developer shall pay to the County Council the reasonably and properly incurred legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed up to a maximum sum of £350.00.
- 6.3 The Council shall register this Deed as a local land charge.
- 6.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or unenforceability of the remaining provisions of this Deed.
- 6.5 Nothing in this Deed shall be construed or implied so as to prejudice or affect the rights, discretions, powers, duties and obligations of the Council and the County Council under all statutes, bylaws, statutory instruments, orders and regulations or any exercise of their functions as a local authority.

7. GOVERNING LAW

- 7.1 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 as it applies in England.

8. CONTRACTUAL RIGHTS OF THIRD PARTY

- 8.1 No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

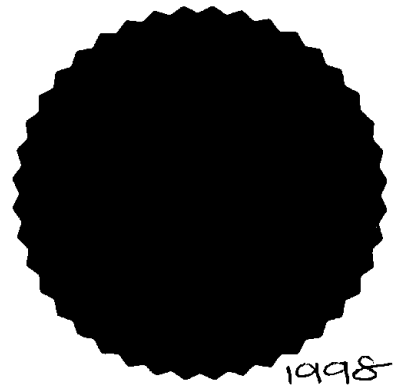
IN WITNESS of which the parties have executed this Deed on the date first written above

THE SCHEDULE
Variations to the Original Agreement

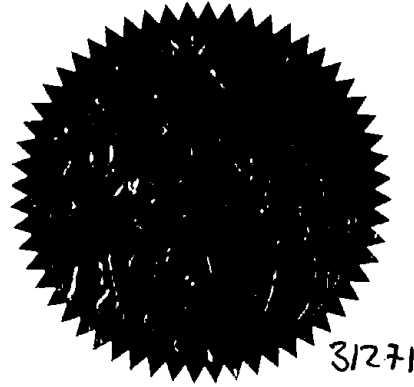
1. The parties hereby agree that the following amendments shall be made to the Original Agreement:-
 - 1.1. The definition of "Market Dwelling" in Clause 1 of the Original Agreement shall be deleted in its entirety and replaced as follows:

"Market Dwelling" means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing and of which 13 Dwellings shall be provided as bungalows and which shall meet the Lifetime Homes Design Standard.
 - 1.2. The definition of "Market Housing Units for Older Persons" in Clause 1 of the Original Agreement shall be deleted in its entirety.

THE COMMON SEAL OF
RIBBLE VALLEY BOROUGH
COUNCIL was affixed to this
Deed in the presence of:



THE COMMON SEAL OF
LANCASHIRE COUNTY
COUNCIL was affixed to this
Deed in the presence of:



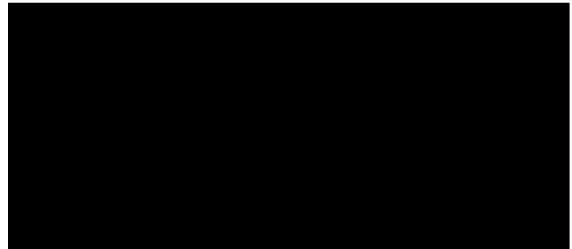
Authorised Signatory:



SIGNED as a DEED by



and []



under a Power of Attorney dated 26 October 2022

both in the presence of:-

Signature of witness [redacted]

Name (in BLOCK CAPITALS) [redacted]

Address.... [redacted]
.....
.....

EXECUTED AS A DEED by
[REDACTED] as an

[REDACTED] in the
presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



EXECUTED AS A DEED by
[REDACTED] as an

[REDACTED] in the
presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:



EXECUTED AS A DEED by
[REDACTED] as a
[REDACTED] GE
[REDACTED] in the presence
of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

EXECUTED AS A DEED by [REDACTED]
[REDACTED] as a [REDACTED]
[REDACTED]
in the presence of:

Witness Signature:

Witness Name:

Witness Occupation:

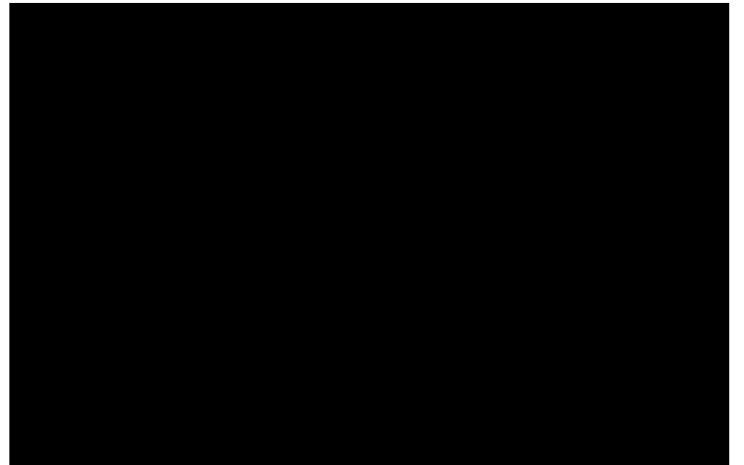
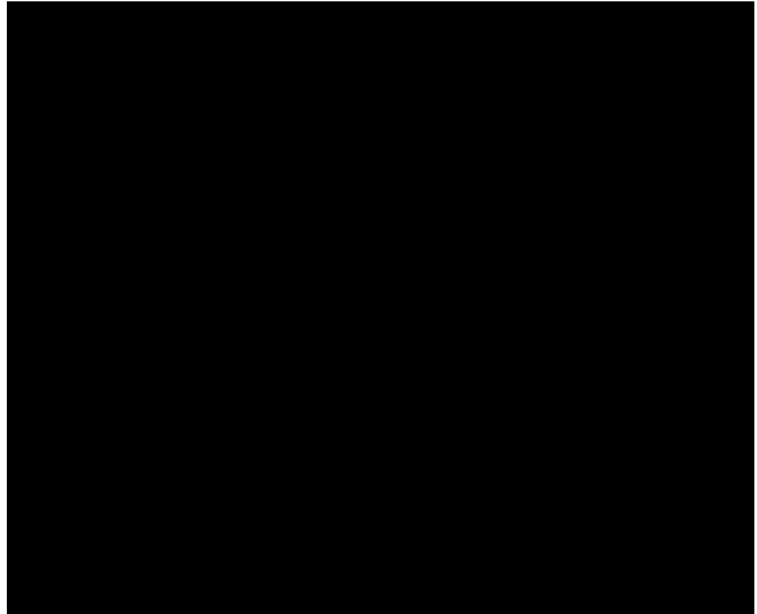
Witness Address:

EXECUTED AS A DEED by
[REDACTED]
as a [REDACTED]
[REDACTED]
in the presence of:

Witness Signature:

Witness Name:

Witness Occupation:



Witness Address:



EXECUTED AS A DEED by
[REDACTED] in
the presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

EXECUTED AS A DEED by
[REDACTED] in
the presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

EXECUTED AS A DEED by
[REDACTED] in the
presence of:

Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:
EXECUTED AS A DEED by
[REDACTED] in the
presence of:



Witness Signature:

Witness Name:

Witness Occupation:

Witness Address:

