

DATED 23 June

2023

(1) LANCASHIRE COUNTY COUNCIL

and

(2) RIBBLE VALLEY BOROUGH COUNCIL

and

(3) OAKMERE HOMES (LONGTOWN) LIMITED

and

(4) HANDELSBANKEN PLC

DEED OF VARIATION

Pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 (as amended) relating to land at Chatburn Road, Clitheroe

Planning reference 3/2020/0325

THIS DEED OF VARIATION is made the 23 day of June

2026

BETWEEN

- (1) **Lancashire County Council** of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ ("**the County Council**")
- (2) **Ribble Valley Borough Council** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA ("**the Council**")
- (3) **Oakmere Homes (Longtown) Limited** (Company registration number 06318340) of Helm Bank Natland Kendal Cumbria LA9 7PS ("**the Owner**")
- (4) **Handelsbanken plc** a company incorporated in England and Wales with company number 11305395 and whose registered office is at 3 Thomas More Square, London, E1W 1WY and whose address for service is situate at Bridge Mills, Stramongate, Kendal LA9 4BD ("**the Mortgagee**")

RECITALS

- (A) The Owner is the freehold owner of the land on the north of Chatburn Road, Clitheroe, the title of which is registered at H.M. Land Registry under title numbers LAN251745 and LA703653 which said land is more particularly described in the Original Agreement ("**the Property**").
- (B) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Property is situated and by whom the obligations contain in the Original Agreement are enforceable.
- (C) The County Council is the county planning authority, the local highway authority and the education authority for the area in which the Property is situated by whom the obligations in Schedules 1 and 3 of the Original Agreement are enforceable.
- (D) The Mortgagee is the registered proprietor of a charge dated 13th May 2019 registered against that part of the Property that falls within title number LA703653 and has agreed to enter into this Deed to give its consent to the terms of this Deed.

- (E) The Owner purchased the Property pursuant to a Transfer dated 16th August 2021 and made between (1) Nicholas Guy Le Gendre Starkie and Irene Lillian Ann Chenery and (2) the Owner.
- (F) The Property is subject to the Original Agreement which was entered into to enable the grant of the Planning Permission.
- (G) The Owner has by written application applied to the Council to vary the terms of the Original Agreement in the manner set out in the Variation Application.
- (H) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of the Original Agreement as set out in this Deed.
- (I) This Deed is made under section 106A of the 1990 Act and is supplemental to the Original Agreement.
- (J) Any words or expressions that are defined in the Original Agreement which appear in this Deed shall have the same meaning as are associated to them in the Original Agreement unless expressly stated otherwise in this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. Definitions and Interpretation

- 1.1 All words and expressions defined in the Original Agreement shall bear the same meaning in this Deed except where otherwise provided or where the context otherwise requires.
- 1.2 In this Deed, the following words and expressions shall unless the context otherwise requires have the following meanings:

'1990 Act' means the Town and Country Planning Act 1990 as amended;

'Original Agreement' means an agreement dated 15th July 2021 made under section 106 of the 1990 Act between (1) Lancashire County Council (2) Ribble Valley Borough Council (3) Nicholas Guy Le Gendre Starkie and Irene Lillian Ann Chenery (4) Oakmere Homes (Longtown) Limited (5) Handelsbanken plc; and

'Variation Application' means the application submitted by the Owner to the Council under section 106A of the 1990 Act for the variation of the Original Agreement and given reference number 2/2022/0261 by the Council.

- 1.3 Clauses 1.1 to 1.6 (inclusive) of the Original Agreement shall apply to the interpretation of this Deed as if they were set out in full herein.

2. Variation

- 2.1 It is hereby agreed between the parties that the Original Agreement is varied in the manner set out in the Schedule to this Deed.
- 2.2 In all other respects the Original Agreement shall remain in full force and effect and binding against the Owner and the Mortgagee and their respective successors in title.
- 2.3 The provisions of this Deed shall have immediate effect upon the completion of this Deed.

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 upon the Owner and the Mortgagee under this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable in respect of the Property by the Council as local planning authority against the Owner and its 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 1990 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, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers.

4. Mortgagee's Consent

The Mortgagee hereby consents to the completion of this Deed and acknowledges that from the date hereof its interest in the Property shall be bound by the restrictions and obligations contained herein as if the Deed had been executed and registered as a land charge prior to the creation of the interest of the Mortgagee in the Property PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Property (or part of it) in which case it too will be bound by the Owner's obligations herein as if it were a person deriving title from the Owner.

5. Miscellaneous

- 5.1 Upon completion of this Deed the Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 5.2 This Deed is a local land charge and shall be registered as such.
- 5.3 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 5.4 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 enforceability of the remaining provisions of this Deed.
- 5.5 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 or the County Council under all statutes, bylaws, statutory instruments, orders and regulations or any exercise of their functions as a local authority.
- 5.6 Clause 13 of the Original Agreement shall apply in the event of any dispute or difference arising between any of the parties to this Deed touching or concerning any matter or thing arising or contained in this Deed.

6. **Jurisdiction**

This Deed is governed by and interpreted in accordance with the law of England and Wales (as it applies in England) and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

7. **Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

Schedule

The parties hereby mutually agree that the Original Agreement shall from the date of this Deed be varied as follows:

1. "Plan 2" in the Original Agreement shall be substituted with the plan at Appendix 1 to this Deed (drawing number 068/SE/01 Revision C).

2. Paragraph 1.2.2 of Schedule 3 shall be deleted in its entirety and replaced by the following clause:

"1.2.2 One of the Over 55 Accommodation Units (which shall be a Market Dwelling) shall be a 3-bedroom house and shall be constructed on Plot 9 as shown on Plan 2 ("the Market Over 55 Accommodation Unit")."

3. Paragraph 1.5 of Schedule 3 shall be amended by the addition of the following wording at the end of the clause:

"subject to the provisions of paragraph 1.7 to 1.10 (inclusive) of this Schedule 3 in the case of the Market Over 55 Accommodation Unit;"

4. Paragraph 1.7 of Schedule 3 shall be deleted in its entirety and replaced by the following clause:

"1.7 In the event that despite the proper marketing of the Market Over 55 Accommodation Unit no sale of the Market Over 55 Accommodation Unit has been completed:

(a) in the case of the Owner, within 3 (three) months of Practical Completion of the Market Over 55 Accommodation Unit; and

(b) in the case of a sale by a successor in title to the Owner, within 4 (four) months from the date of commencement of marketing the Market Over 55 Accommodation Unit,

then paragraph 1.8 of this Schedule 3 (below) shall apply in respect of the Market Over 55 Accommodation Unit."

5. In paragraph 1.8 of Schedule 3 the words "Where paragraph 1.7 applies then:" shall be deleted and replaced by the following wording:

"Where paragraph 1.7 applies then the provisions of clauses 1.8 to 1.10 (inclusive) shall apply and all references to "the Owner" in those clauses shall be construed as meaning the Owner or the Owner's successors in title (as appropriate)."

6. Clause 1.10 of Schedule 3 shall be deleted in its entirety and replaced by the following clause:

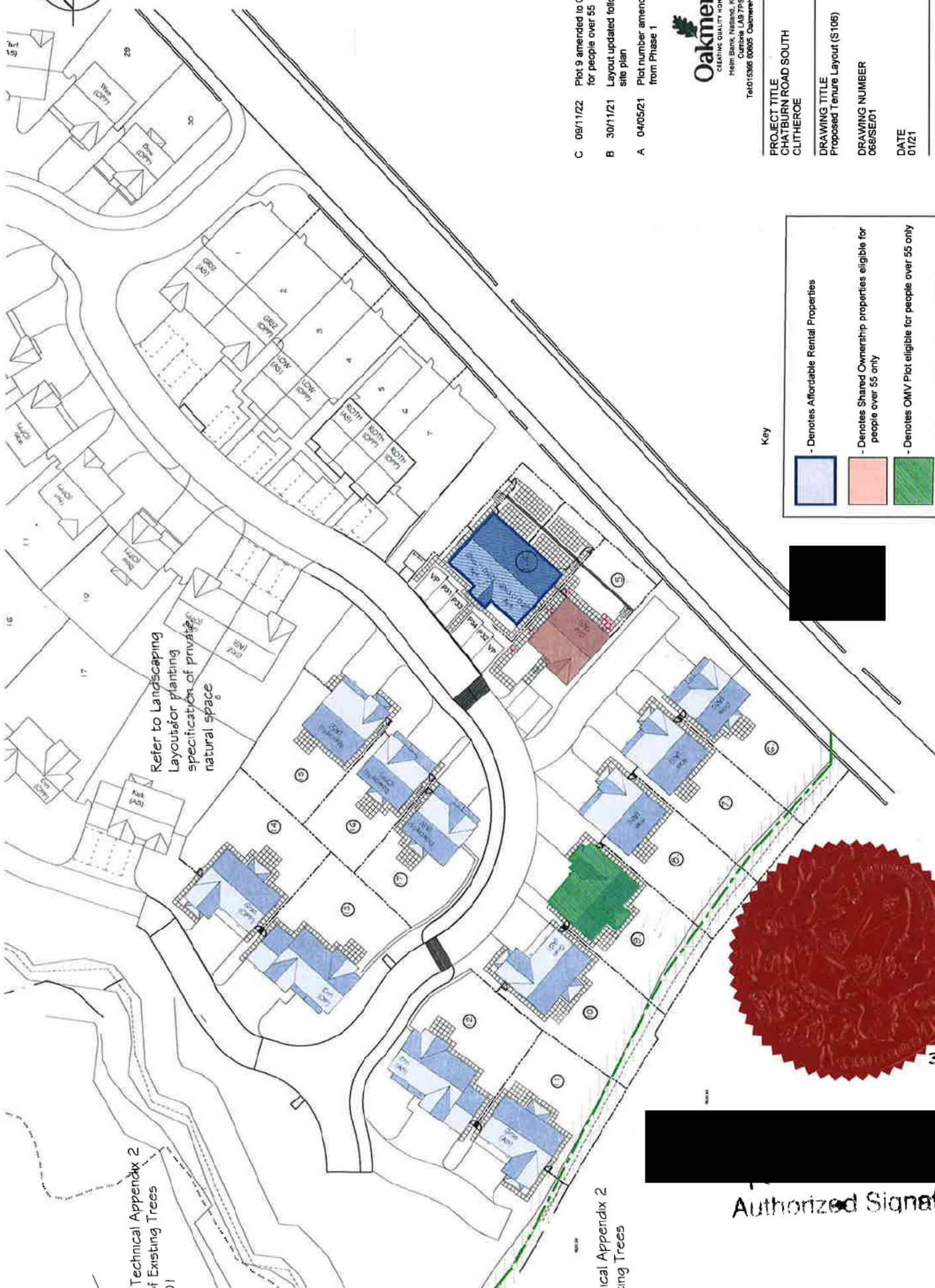
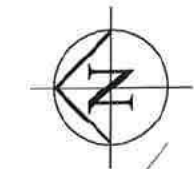
"1.10 In the event that the Council or an Expert (pursuant to clause 13 of this Deed) confirms that despite complying with paragraph 1.6 of this Schedule 3 the Owner has been unable

to sell the Market Over 55 Accommodation Unit to those eligible for such then the Owner shall be entitled to dispose of the Market Over 55 Accommodation Unit to those eligible for such units on the open market free from the restrictions of this Schedule 3 provided that on any subsequent sale of the Market Over 55 Accommodation Unit the provisions of Schedule 3 will apply to each such sale."

IN WITNESS whereof the parties hereto have caused this Deed to be duly executed as a Deed on the day and year first before written

APPENDIX 1

Revised Plan 2



Refer to Landscaping
Layout for planting
specification of private
natural space

Technical Appendix 2
if Existing Trees

Technical Appendix 2
if Existing Trees

- C 09/11/22 Plot 9 amended to OMV plot eligible for people over 55
- B 30/11/21 Layout updated following review of site plan
- A 04/05/21 Plot number amended to follow on from Phase 1

Oakmere
CREATING QUALITY HOMES
HEMT BANK, NASSAND, KENDAL
CUMBRIA LA9 7PS
Tel: 013365 60005 OakmereHomes.co.uk

PROJECT TITLE	CHATBURN ROAD SOUTH CLITHEROE
DRAWING TITLE	Proposed Tenure Layout (S106)
DRAWING NUMBER	068/SE01
REVISION	C
DATE	01/21
SCALE	1:500 @ A3

Key

-  - Denotes Affordable Rental Properties
-  - Denotes Shared Ownership properties eligible for people over 55 only
-  - Denotes OMV Plot eligible for people over 55 only



32185

Authorized Signatory

THE COMMON SEAL of
LANCASHIRE COUNTY COUNCIL

Was hereunto affixed to this Deed

in the presence of:



32185

[Redacted]
Authorised Signatory

THE COMMON SEAL of
RIBBLE VALLEY BOROUGH COUNCIL

Was hereunto affixed to this Deed

in the presence of:



2160

[Redacted]
Authorised Signatory

SIGNED AS A DEED by

OAKMERE HOMES (LONGTOWN) LIMITED

acting by a Director [Redacted]

..... Director

In the presence of:

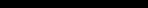
Signature of witness .: [Redacted]

Name (in BLOCK CAPITALS) . [Redacted]

Address [Redacted]
[Redacted]

by ... (.....) and

HANDELSBANKEN PLC


 is attorney
 for HANDELSBANKEN PLC

Signature of witness

Signature of witness

Name of witness (IN BLOCK CAPITALS)

Address of witness

Occupation of witness

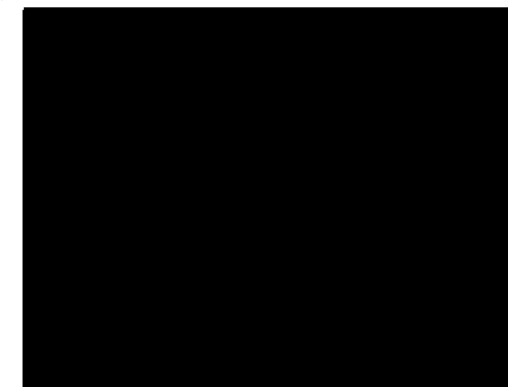
Technical Appendix 2
of Existing Trees
11

Refer to Landscaping
Layout for planting
specification of private
natural space



32185

Authorized Signatory



Technical Appendix 2
of Existing Trees

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Oakmere
CREATING QUALITY HOMES
Helm Bank, Natland, Kendal
Cumbria LA9 7PS
Tel: 015395 60605 OakmereHomes.co.uk

PROJECT TITLE
CHATBURN ROAD SOUTH
CLITHEROE

DRAWING TITLE
Proposed Tenure Layout (S106)

DRAWING NUMBER
068/SE/01

REVISION
C

DATE
01/21

SCALE
1:500 @ A3

Key

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-  - Denotes Shared Ownership properties eligible for people over 55 only
-  - Denotes OMV Plot eligible for people over 55 only