

Dated 25th September **2014**

RIBBLE VALLEY BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUNCIL

and

BDW TRADING LIMITED

and

TAYLOR WIMPEY UK LIMITED

Deed of Variation

pursuant to Section 106A of the Town and Country
Planning Act 1990 relating to land at Henthorn Road,
Clitheroe, Lancashire BB7 2QF

This Deed of Variation is made the 25th day of September 2014

By

1. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA ("**Council**")
2. **TAYLOR WIMPEY UK LIMITED** (Company Registration Number 1392762) of Gate House, Turnpike Road, High Wycombe HP12 3NR ("**Taylor Wimpey**")
3. **LANCASHIRE COUNTY COUNCIL** of PO Box 78 County Hall, Fishergate, Preston PR1 8XJ in the County of Lancaster ("**County Council**")
4. **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 ("**Barratt**")

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act in relation to the Land and is the authority by whom the obligations hereby created are enforceable.
- (B) The County Council is also a local planning authority, the local highway authority and the local education authority for the area in which the Land is situated.
- (C) Barratt and Taylor Wimpey intend that a residential development shall be carried out on the Land.
- (D) The Land is situated within the administrative boundaries of the Council and the County Council.
- (E) Barratt is the freehold owner of part of the Land under title number LAN146738.
- (F) Taylor Wimpey is the freehold owner of part of the Land registered at HM Land Registry under title number LAN146809.
- (G) Barratt and Taylor Wimpey are jointly freehold owners of part of the land registered at HM Land Registry under title number LA927284

WHEREAS

- A. A Section 106 Unilateral Undertaking was entered into on 16 March 2012 between (1) [REDACTED] and (2) Gladman Developments Limited (the "Unilateral Undertaking")
- B. Outline planning permission was granted on appeal on 26 March 2012 (under planning authority reference 3/2010/0719 and PINS reference APP/T2350/A/11/2161186) for "the proposed development of up to 270 residential dwellings, a doctor's surgery, landscape, open space, highways and associated works" ("the Outline Planning Permission").
- C. A Deed of Variation to the Unilateral Undertaking was entered into on 1 November 2012 between (1) [REDACTED] (2) Gladman Developments Limited (3) Ribble Valley Borough Council,

(4) Lancashire County Council which varied the terms of the Unilateral Undertaking. The Unilateral Undertaking as amended by the Deed of Variation is referred to in this Deed as the "Varied Unilateral Undertaking".

- D. Barratt and Taylor Wimpey are successors in title to the [REDACTED] who were the owners of the Land at the time the Unilateral Undertaking and the Deed of Variation were completed. The obligations in the Varied Unilateral Undertaking are therefore now enforceable against Barratt and Taylor Wimpey as successors in title.
- E. Barratt and Taylor Wimpey obtain reserve matters approval on 15 April 2013 (reference number 3/2013/0035) pursuant to the Outline Planning Permission.
- F. Barratt and Taylor Wimpey (via its agent, Baldwin Design Consultancy) have submitted an application for full planning permission for development of part of the Land under reference 3/2014/0381P for a re plan of 80 units ("the Full Planning Application") which application was validated on 7 May 2014 on part of the Land benefitting from the Outline Planning Permission.
- G. This Deed of Variation is required to ensure that the planning obligations secured by the Varied Unilateral Undertaking apply to the Outline Planning Permission and the planning permission to be granted pursuant to the Full Planning Application ("the Full Planning Permission")
- H. All references, clauses, definitions and paragraphs refer to the Varied Unilateral Undertaking (unless expressly stated otherwise) and are used in this Deed of Variation.

NOW THIS DEED is made pursuant to section 106A of the Act and is a planning obligation for the purposes of that section and **WITNESSES** as follows:

- 1. The parties expressly agree that the Varied Unilateral Undertaking shall remain in full force and effect save as expressly varied by clause 4 of this Deed of Variation.
- 2. This Deed of Variation is conditional upon the grant and commencement of development of the Full Planning Permission.
- 3. This Deed of Variation shall cease to have effect if the Full Planning Permission shall lapse or expire prior to the Commencement of Development or is quashed or revoked without the consent of Barratt and Taylor Wimpey.
- 4. It is hereby agreed between the parties that the following definitions and obligations in the Varied Unilateral Undertaking shall be amended as follows:
 - 4.1 A new definition of "Full Planning Permission" shall be inserted into the Varied Unilateral Undertaking as follows:

"Full Planning Permission" the full planning permission to be granted by the Council pursuant to the Full Planning Application.
 - 4.2 A new definition of "Full Planning Application" shall be inserted into the Varied Unilateral Undertaking as follows:

"Full Planning Application" the full planning application validated on 7 May 2014 for a re-plan of 80 units on the Land

- 4.3 The definition of "Development" at Clause 1 of the Varied Unilateral Undertaking shall be deleted in its entirety and replaced as follows:

"Development" the development on the Land in accordance with the Planning Permission as varied by the Full Planning Permission

- 4.4 The definition of "Affordable Housing Scheme" shall be amended such that the words "and/or the Full Planning Permission" shall be inserted after the words "Planning Permission" in the first sentence of the definition.

- 4.5 Reference to "Planning Permission" in the definitions of "Open Space" and "Phase of Development" shall be amended to refer to "Planning Permission and Full Planning Permission"

- 4.6 A new definition of "Owners" shall be inserted into the Varied Unilateral Undertaking as follows:-

"Owners" Taylor Wimpey and Barratt

- 4.7 Reference to the "Owner" in clauses 3.2, 4.2.1, 4.4.3, 5.1, 7.3.2, 7.3.3, 8.3 and Schedule 1 and Schedule 2 of the Varied Unilateral Undertaking shall be amended to refer to the "Owners".

- 4.8 Reference to the Owners Title and Site Description in Schedule 1 shall be deleted and replaced by the following:-

"The freehold land at Henthorn Farm, Henthorn Road, Clitheroe, Lancashire, BB7 2QF which land is registered as follows:

- (1) Barratt is the freehold owner of part of the Land under title number LAN146738;
- (2) Taylor Wimpey is the freehold owner of part of the land under title number LAN146809;
- (3) Barratt and Taylor Wimpey are the joint freehold owners of that part of the land under title number LAN927284"

5. Legal Costs

- 5.1 The Owners shall pay the reasonable legal costs of the Council up to the value of £200.

- 5.2 The Owners shall pay the reasonable legal costs of the County Council up to the value of £150.

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:

MAYOR

CHIEF EXECUTIVE

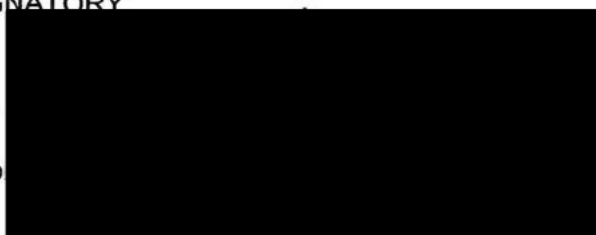


THE COMMON SEAL OF LANCASHIRE COUNTY COUNCIL
was affixed in the presence of:-

AUTHORISED SIGNATORY

Signature

Name (in block cap)



23608

EXECUTED AS A DEED on behalf of

BDW TRADING LIMITED

by

and:

in exercise of the powers conferred on them by
a Power of Attorney dated [] who have
hereunto set the name of
BDW TRADING LIMITED

In the presence of:

Signed by witness:

Name:

Address:

SIGNED as a DEED by

TAYLOR WIMPEY UK LIMITED
by two authorised attorneys

in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address..... ..

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