

DATED

1st November

2012

DEED OF VARIATION

relating to

**Land at Henthorn Farm
Henthorn Road
Clitheroe
Lancashire BB7 2QF**

between

**JOHN SPEDDING, JANET ELIZABETH SPEDDING,
ROBIN SPEDDING AND OLWYN MARY SPEDDING**

GLADMAN DEVELOPMENTS LIMITED

RIBBLE VALLEY BOROUGH COUNCIL

AND

LANCASHIRE COUNTY COUNCIL

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This deed is dated

1st November

2012

PARTIES

- (1) **JOHN SPEDDING and JANET ELIZABETH SPEDDING** of 202 Whalley Road, Clitheroe, Lancashire, BB7 1HT and **ROBIN SPEDDING and OLWYN MARY SPEDDING** of 63 Fairfield Drive, Clitheroe, Lancashire, BB7 2PS (hereinafter called "the Owner") and
- (2) **GLADMAN DEVELOPMENTS LIMITED** (Company number 03341567) whose registered office is at Gladman House, Alexandria Way, Congleton Business Park, Congleton, Cheshire, CW12 1LB (hereinafter called "the Promoter")
- (3) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (hereinafter called "the Council") and
- (4) **LANCASHIRE COUNTY COUNCIL** of County Hall, P O Box 78, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter called "the County Council")

BACKGROUND

- (A) This deed is supplemental and collateral to the Unilateral Undertaking.
- (B) The Council and the County Council are local planning authorities for the purpose of the Act and are the authorities by whom the obligations set out in the Unilateral Undertaking are enforceable.
- (C) The Owner, the Promoter, the Council and the County Council have agreed to vary the Unilateral Undertaking on the terms set out in this deed.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions in this clause apply in this deed.

"Act"

means the Town and Country Planning Act 1990 (as amended)

“Unilateral Undertaking” means a deed of unilateral undertaking made pursuant to Section 106 of the Act in relation to the Land by the Owner and the Promoter and dated 16 March 2012

- 1.2 References to the **Owner, the Council and the County Council** include a reference to their respective successors in title and assigns.
- 1.3 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.4 A **person** includes a corporate or unincorporated body.
- 1.5 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.6 Clause, Schedule and paragraph headings do not affect the interpretation of this deed.

2. VARIATIONS TO THE UNILATERAL UNDERTAKING

2.1 Variations made

From and including the date of this deed, the Unilateral Undertaking shall be read and construed as varied by the provisions set out in the Schedule.

2.2 Unilateral Undertaking remains in force

The Unilateral Undertaking shall remain fully effective as varied by this deed and the terms of the Unilateral Undertaking shall have effect as though the provisions contained in this deed had been originally contained in the Unilateral Undertaking.

3. LAND CHARGE

This deed shall be registerable as a local land charge by the Council.

4. GOVERNING LAW

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.

5. CONTRACTUAL RIGHTS OF THIRD PARTIES

No term of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule

Variations to the Unilateral Undertaking

REPLACEMENT OF EXISTING CLAUSES

1. In clause 1.1 of the Unilateral Undertaking the definition in paragraph (ii) of “Affordable Housing” shall be deleted and replaced by the following:

“a dwelling for sale on a shared ownership basis whereby the occupier is required to purchase a minimum equity share in the dwelling and will then have the option to purchase additional equity to a maximum of one hundred percent (100%) of the total equity in the dwelling (“Shared Ownership”)

2. In clause 1.1 of the Unilateral Undertaking the definition of “Education Contribution” shall be deleted and replaced by the following definition:

“Education Contribution”

the sum of £1,369,798.05 (One million three hundred and sixty-nine thousand seven hundred and ninety-eight pounds and five pence) adjusted by the BCIS All-in TPI Index from the date of this agreement to the published index for the quarter immediately preceding the date of payment (comprising the sum of £926,414.90 (Nine hundred and twenty-six thousand four hundred and fourteen pounds and ninety pence) as a contribution towards the costs of the provision of 95 additional primary school places to serve the Development and the sum of £443,383.15 (Four hundred and forty-three thousand three hundred and eighty-three pounds and fifteen pence) as a contribution towards the costs of the provision of 30 additional secondary school places to serve the Development)