

DATED 13th September 2016

CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL

and

THE MOST NOBLE PEREGRINE ANDREW MORNBY DUKE OF DEVONSHIRE

and

PETER ANTHONY BOSTOCK and CLIVE PIETER DE RUIG

DEED OF VARIATION

Pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 (as amended) relating to development on land at Higher Shann Farm, Shann Lane, Keighley, West Yorkshire

Shulmans LLP 19 September 2016
We hereby certify that this copy document is
a true and accurate copy of the original.

THIS DEED OF VARIATION is made the
Thousand and Sixteen

13th

day of

September Two

BETWEEN

(1) **CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL** of City Hall, Bradford, West Yorkshire, BD1 1HY ("the Council") of the first part;

(2) **THE MOST NOBLE PEREGRINE ANDREW MORNAY DUKE OF DEVONSHIRE** of 21 Buckingham Gate, London, SW1E 6LS ("the Owner") of the second part; and

(3) **PETER ANTHONY BOSTOCK AND CLIVE PIETER DE RUIJ** both care of Currey and Co of 21 Buckingham Gate, London, SW1E 6LS ("the Trustees") of the third part.

RECITALS

(1) This Deed of Variation is supplemental to an agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 between (1) the Council (2) the Owner and (3) the Trustees dated 3 September 2013 ("the Original Section 106 Agreement").

(2) The Council is the Local Planning Authority for the purposes of the 1990 Act for the Site for the area within which the Site is situated.

(3) The Owner is the owner of the Site as registered at HM Land Registry under Title Number WYK873899 and the Trustees have an interest in the Site pursuant to Agreements for Sale dated 3 November 1926 and 26 November 1950 noted in the Charges Register of that title.

(4) On 26 May 2016 the Council resolved to enter into a Deed of Variation to the Original Section 106 Agreement to remove the Recreation Contribution and retain/amend the other obligations as follows:

- (i) Secure the payment of an Affordable Housing Contribution in the sum of £200,000 in lieu of the provision of on-site Affordable Housing.
- (ii) Amend the sum of the Education Contribution to £100,000.
- (iii) Retain the obligation requiring the completion of the Off-Site Highway Works including alterations to the junctions of Shann Lane and West Lane and Shann Lane and Spring Gardens Lane.

(5) The parties have agreed that the Original Section 106 Agreement shall be varied in accordance with the Council's resolution referenced at paragraph (4) above and this Deed of Variation seeks to amend the Original Section 106 Agreement to secure these amended provisions.

(6) Any words or phrases which are defined in the Original Section 106 Agreement (as varied) and which appear in this Deed of Variation shall have the same meaning as are associated to them in the Original Section 106 Agreement (as varied) unless a contrary intention appears from this Deed of Variation.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1 Variation

1.1 It is hereby agreed between the parties to this Deed of Variation that the Original Section 106 Agreement is varied in the manner set out in the Schedule to this Deed of Variation and the Original Section 106 Agreement shall remain in full force and effect and the amendments contained in this Deed of Variation shall take effect as if they were included in the Original Section 106 Agreement.

1.2 This Deed of Variation is made pursuant to the statutory provisions and in consideration of the covenants contained herein and for the avoidance of doubt it is agreed and declared that the said covenants are ones to which

Section 111 of the Local Government Act 1972, Section 106 and Section 106A of the Town and Country Planning Act 1990 and all other powers so enabling are to apply.

- 1.3 This Deed of Variation contains planning obligations made pursuant to Section 106 and varied pursuant to Section 106A of the Town and Country Planning Act 1990 which are enforceable by the Council and shall bind the Site as registered under Land Registry title number WYK873899.
- 1.4 The provisions of this Deed of Variation shall have immediate effect upon the completion of this Deed

Schedule

The parties hereby mutually agree to vary and supplement the terms of the Original Section 106 Agreement so that the Original Section 106 Agreement shall from and including the date of this Deed of Variation be read and construed as follows:

1. Clause 1.1 of the Original Section 106 Agreement shall be amended as to delete the following definitions:

“Affordable Dwellings; Code for Sustainable Homes; Details of the Qualifying Occupier; Discount; HCA; Housing Commuted Sum; Open Market Dwellings; Open Market Value; Practical Completion; Purchase Price; Qualifying Occupier; Recreation Contribution; Registered Provider; and Subsidy.”

2. Clause 1.1 the Original Section 106 Agreement shall be amended so as to include an amended definition of “Education Contribution” which shall read:

“means the sum of £100,000 (one hundred thousand pounds) to be paid to the Council as a contribution towards the upgrading of existing education facilities at Victoria Primary School, Keighley .”

3. Clause 1.1 of the Original Section 106 Agreement shall be amended so as to include a definition of “Affordable Housing Contribution” which shall read:

“means the sum of £200,000 (two hundred thousand pounds) to be paid to the Council by the Owner and used by the Council in lieu of the provision of Affordable Housing on the Site for the provision of, or improvements to, existing Affordable Housing in the Keighley Central or adjacent wards.”

4. Clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 (including sub-clauses) of the First Schedule of the Original Section 106 Agreement shall be deleted and the following clauses shall be inserted in their place:

“1.1 Not to cause or permit the Occupation of more than 30 (thirty) Dwellings until such time as 30% (thirty percent) of the Affordable Housing Contribution shall have been paid to the Council.

1.2 Not to cause or permit the Occupation of more than 60 (sixty) Dwellings until such time as a further 30% (thirty percent) of the Affordable Housing Contribution shall have been paid to the Council.

1.3 Not to cause or permit Occupation of more than 100 (one hundred) Dwellings until such time as the final 40% (forty percent) of the Affordable Housing Contribution (after payment of the proportions of the same referred to in paragraphs 1.1 and 1.2 of this Schedule respectively) shall have been paid in full to the Council.”

5. Clauses 2.1, 2.2 and 2.3 of the First Schedule of the Original Section 106 Agreement shall be deleted and the following clauses shall be inserted in their place:

“2.1 Not to cause or permit the Occupation of more than 30 (thirty) Dwellings until such time as 30% (thirty percent) of the Education Contribution shall have been paid to the Council.

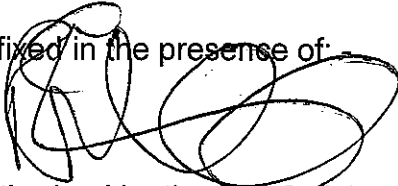
2.2 Not to cause or permit the Occupation of more than 60 (sixty) Dwellings until such time as a further 30% (thirty percent) of the Education Contribution shall have been paid to the Council.

2.3 Not to cause or permit the Occupation of more than 100 (one hundred) Dwellings until such time as the final 40% (forty percent) of the Education Contribution (after payment of the proportions of the same referred to in paragraphs 2.1 and 2.2 of this Schedule respectively) shall have been paid in full to the Council.”

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

THE COMMON SEAL of)
CITY OF BRADFORD METROPOLITAN)
DISTRICT COUNCIL)

was hereunto affixed in the presence of:)



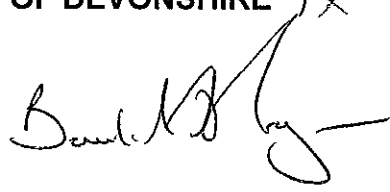
Authorised by the City Solicitor

97396B.

EXECUTED as a DEED by)
THE MOST NOBLE PEREGRINE)
ANDREW MORN Y DUKE OF DEVONSHIRE)

Devonshire

in the presence of:



Witness name: BENEDICT D HEYE

Address: ESTATE OFFICE
BOLTON ABBEY
SKIPTON
BD23 6EF

Occupation: CHARTERED SURVEYOR

EXECUTED as a DEED by
PETER ANTHONY BOSTOCK

)
)

PA Bostock

in the presence of:

Witness name: *Brown*

Address: *10 33 Queen Anne Street
London
W1G 9HY*

Occupation: *Secretary*

EXECUTED as a DEED by
CLIVE PIETER DE RUIG

) *Clive de Ruij*
) *X by his attorney X*
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in the presence of:

Witness name: *Brown*

Address: *as above*

Occupation: *Secretary*