

2nd Mad
Dated *26th February* *2021*

RYEDALE DISTRICT COUNCIL

and

KEEPMOAT HOMES LIMITED

and

YORKSHIRE HOUSING LIMITED

Deed of Variation

pursuant to Section 106A of the Town and Country
Planning Act 1990 relating to land (also known as
"Site B") at Langton Road, Norton, Malton

We hereby certify this to be a true copy of the original

.....*Ward Hadaway*.....

Ward Hadaway

Solicitors

102 Quayside

Newcastle upon Tyne NE1 3DX

Dated*19.03.2021*.....

wardhadaway
lawfirm

This Agreement is made the

2nd
~~26th~~ day of

March
~~February~~

2020/1

By

1. **RYEDALE DISTRICT COUNCIL** of Ryedale House, Malton, North Yorkshire, YO17 7HH ("the Council");
2. **KEEPMOAT HOMES LIMITED** (company registration number 02207338) whose registered office is at The Waterfront, Lakeside Boulevard, Doncaster, South Yorkshire DN4 5PL ("the First Owner"); and
3. **YORKSHIRE HOUSING LIMITED** (a registered society under the Co-Operative and Community Benefit Societies Act 2014 with registration number 030443R) whose registered address is at Dysons Chambers, 12-14 Briggate, Leeds, LS1 6ER ("the Second Owner")

Whereas

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site (as described in the Original Agreement) is situated and the body entitled to enforce the obligations in this Deed and the Original Agreement.
- B. The First Owner is the freehold owner of part of the Site as described in Schedule 1 of the Original Agreement and registered at the Land Registry under title number NYK459142
- C. The Second Owner is the freehold owner of part of the Site as described in Schedule 1 of the Original Agreement and registered at the Land Registry under title numbers NYK472749, NYK472748, NYK472747, NYK472745, NYK472744, NYK472742 and NYK473604 and is also the freehold owner of parts of the Site pursuant to transfers dated [12 July 2019, 6 September 2019, 31 March 2020 and
- D. Together the First Owner and the Second Owner are "the Owners". *15 April 2020.*
- E. A Section 106 Agreement was entered into by the Council (1) Peter Laurence Tatham and David Robert Tatham (2) and Gladman Developments Limited (3) on 18 August 2016 ("the Original Agreement").
- F. Outline planning permission was granted on 22 July 2016 for the construction of up to 85 Dwellings together with the formation of vehicular access although the Original Agreement restricted the number of Dwellings to be constructed on the Site to 79 ("the First Planning Permission").
- G. A s106 Deed of Variation was entered into by Peter Laurence Tatham and David Robert Tatham (1), Gladman Developments Limited (2), the Council (3) and the First Owner (4) on 14 November 2018 ("the First Deed of Variation").
- H. The First Owner has submitted a planning application, validated by the Council on 9 January 2020 and given reference number 19/01180/MFUL for the erection of 17no. three bedroom and 8no. two bedroom dwellings – revised details to part of site approval 15/00098/MOUT allowed by appeal ref: APP/Y2736/W/15/3136237 dated 22 July 2016 and subsequent approval 17/01517/MREM dated 8 June 2018 with associated infrastructure and landscaping ("the Second Planning Application").

- I. The Council is minded to grant planning permission pursuant to the Second Planning Application subject to the prior completion of this Deed.
- J. It is recognised and understood that while this Deed secures 28 Dwellings as Affordable Housing, 4 additional Dwellings as shown coloured yellow on Plan 2 “the Additional Dwellings” are owned and managed by the Second Owner as affordable housing.
- K. The parties have agreed that the terms of the Original Agreement shall be varied and the parties have agreed to enter into this Deed to reflect such agreement.

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. **INTERPRETATION**

- 1.1. All references, clauses, definitions and paragraphs refer to the Original Agreement (as varied by the First Deed of Variation) (unless expressly stated otherwise) and are used in this Deed;

2. **VARIATIONS**

- 2.1. The parties agree that the Original Agreement (as varied by the First Deed of Variation) shall remain in full force and effect save as expressly varied by the Schedule.
- 2.2. It is hereby agreed between the parties that the variations and modifications to the Original Agreement (as varied by the First Deed of Variation) contained in the Schedule shall take effect from Commencement of Development of the planning permission to be granted pursuant to the Second Planning Application.
- 2.3. For the avoidance of doubt, save where the context otherwise requires, where an obligation in the Original Agreement (as varied by the First Deed of Variation) has been satisfied in relation to the First Planning Permission, nothing shall require the Owners to comply with that obligation again in respect of a planning permission to be granted pursuant to the Second Planning Application.

3. **AGREEMENT AND ACKNOWLEDGEMENT**

- 3.1. The parties hereto agree, acknowledge and confirm that nothing in the Original Agreement, the First Deed of Variation or this Deed of Variation imposes any obligations in relation to the use of the Additional Dwellings as affordable housing.
- 3.2. The Council acknowledges that the Additional Dwellings have been acquired by the Second Owner using public subsidy.

4. **REGISTRATION AS A LAND CHARGE**

The Council shall register this Deed as a local land charge.

5. **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.

6. **CONTRACTUAL RIGHTS OF THIRD PARTY**

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 (as varied by the First Deed of Variation)

1. The parties hereby agree that the following amendments shall be made to the Original Agreement (as varied by the First Deed of Variation) :-
 - 1.1. A new clause 1.1.61 shall be inserted into the Original Agreement (as varied by the First Deed of Variation) as follows:

"Second Planning Application' means the application validated by the Council on 9 January 2020 and given reference number 19/01180/MFUL for the erection of 17no. three bedroom and 8no. two bedroom dwellings – revised details to part of site approval 15/00098/MOUT allowed by appeal ref: APP/Y2736/W/15/3136237 dated 22 July 2016 and subsequent approval 17/01517/MREM dated 8 June 2018 with associated infrastructure and landscaping"
 - 1.2. A new clause 1.1.62 shall be inserted into the Original Agreement (as varied by the First Deed of Variation) as follows:

"Second Planning Permission' means the planning permission to be granted by the Council pursuant to the Second Planning Application"
 - 1.3. A new clause 1.1.63 shall be inserted into the Original Agreement (as varied by the First Deed of Variation) as follows:

"First Planning Permission' means the planning permission granted by the Secretary of State on Appeal dated 22 July 2016 under appeal reference APP/Y2736/W/15/3136237"
 - 1.4. The definition of "Affordable Housing Units" in clause 1.1.5 shall be deleted in its entirety and replaced with the following:

"the Affordable Housing Units' means that part of the Development comprising of 28 of the Dwellings which shall be constructed for Affordable Housing, 13 of which shall be 2 bedroom 4 Person Affordable Rented Units at 59.37sqm, 11 of which shall be 3 bedroom 5 Person Intermediate Rented Units at 87.21sqm and 4 of which shall be 3 bedroom 5 Person Shared Ownership Units at 87.21sqm and 'an Affordable Housing Unit' shall be construed accordingly."
 - 1.5. The definition of "Affordable Rented Housing" at clause 1.1.6 shall be deleted in its entirety and replaced as follows:

"Affordable Rented Units' shall mean those 13 Affordable Housing Units shown coloured blue and marked with an asterix on Plan 2 and to be let at an Affordable Rent"
 - 1.6. The definition of "Development" at clause 1.1.16 shall be deleted in its entirety and shall be replaced as follows:

"the Development' means the development of the Site with up to 85 Dwellings pursuant to the Planning Permission and this deed"

- 1.7. The definition of "Planning Permission" at Clause 1.1.41 shall be deleted in its entirety and replaced as follows:

"the Planning Permission' means the First Planning Permission and/or the Second Planning Permission"

- 1.8. Paragraph 5 of Schedule 2 shall be deleted in its entirety and replaced with the following:

"Not to construct more than eighty-five (85) Dwellings on the Site"

- 1.9. Plan 2 attached to the Original Agreement as varied by the First Deed of Variation shall be substituted for the plan marked "Plan 2" and appended to this Deed at Appendix 1.

Executed as a Deed (but not delivered until the date of it) by affixing

THE COMMON SEAL OF
RYEDALE DISTRICT COUNCIL

In the presence of:

Council Solicitor

.....
Authorised Signatory

Mr Glen McCusker LLB
Solicitor

to 934/82
No. 7081
Cmll.



Executed as a Deed (but not delivered until the date of it) by affixing

THE COMMON SEAL OF
YORKSHIRE HOUSING LIMITED

In the presence of:

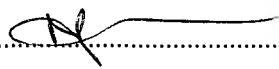

.....
Authorised Signatory

.....
Authorised Signatory

YHL
9128



Executed as a deed by	)	.....
KEEPMOAT [HOMES] LIMITED acting by	)	Director
[NAME OF DIRECTOR])	
In the presence of:)	
Witness signature	.....
Name	.....
Address	.....
	
Occupation	.....

Executed as a deed by	Tom Dwyer)	
[NAME OF ATTORNEY] as attorney for		)	Attorney for Keepmoat Homes Limited
KEEPMOAT HOMES LIMITED)	
Under a power of attorney dated [INSERT DATE])	
OF POWER OF ATTORNEY]	3.11.20)	
In the presence of:)	
Witness signature		.....
Name	AMANDA KAY	.....
Address	The Waterfront	.....
	Lakeside Boulevard	.....
	Doncaster	.....
Occupation	PA	.....	DN4 5PL

Appendix 1

Plan 2

Langton Road, Norton.



- The Copyright of this drawing belongs to MP&L Planning & Design Ltd. and shall not be used or reproduced in any form without its express permission.
- Do not scale from this drawing - Work to figured dimensions only. All dimensions to be checked on site prior to the execution of any work.
- For the avoidance of doubt all dimensions are measured to wall structure and not the finishes unless otherwise stated.
- Where any discrepancy is found to exist within or between drawings and/or documents it should be reported to the architect immediately.
- MP&L Planning & Design Ltd. shall not be liable for any use of drawings and documents for any purpose other than that for which the same were prepared by or on behalf of MP&L Planning & Design Ltd.



- Denotes affordable rent units
- Denotes Intermediate Rented Units
- Denotes Shared Ownership Units
- Denotes Affordable Rented Units
- Denotes Yorkshire Housing Units (Affordable Rented)

PLAN 2

15.07.20	Starts & Triangle on keyplan swapped	SP	
20.07.20	Affordable Tenure Holding Added	DC	
24.08.20	Initial Issue	DC	
Rev	Date	Revision	Issue
+ Client			
Keepmoat			
+ Drawing Title			
AFFORDABLE HOUSING LAYOUT			
+ Project			
Proposed Residential Development, Langton Road, Norton.			
Job No	Dwg No	Drawn	Rev
LRN	010	DC	B
Scale	Date	Stage	
1:500 @ A1	24.08.2020	FOR PLANNING	
MP&L Planning & Design Ltd 14 West Point Enterprise Park, Clarence Avenue, Trillick Park, Northchester, M17 1QZ			
MP&L			
Tel: 0161 772 1888 Email: enquiries@mpad.co.uk www.mpad.co.uk			

WHOLE SITE HOUSE TYPE SCHEDULE							
Code	House Type	Beds	SQFT	SQ M	Storey Height	TOTAL	% MIX
PRIVATE SALE							
Halstead	2B/4P	2 Bed	651.39	60.52	2 Storey	16	19%
Danbury	3B/5P	3 Bed	832.11	77.31	2 Storey	2	2%
Windsor	3B/5P	3 Bed	868.74	80.71	2 Storey	9	11%
Staveley	3B/6P	3 Bed	1,031.25	95.81	2 Storey	3	4%
Rothway	4B/6P	4 Bed	1,027.62	95.47	2 Storey	6	7%
Bamburgh	3B/5P	3 Bed	1,051.40	97.68	2.5 Storey	10	12%
Belmont	4B/8P	4 Bed	1,229.28	114.20	2 Storey	7	8%
PRIVATE TOTAL						53	62%
AFFORDABLE HOUSING							
Halstead	2B/4P	2 Bed	651.39	60.52	2 Storey	13	15%
Hogarth	3B/5P	4 Bed	953.75	88.61	2 Storey	15	18%
Rothway	4B/6P	4 Bed	1,027.62	95.47	2 Storey	2	2%
Bamburgh	3B/5P	3 Bed	1,051.40	97.68	2.5 Storey	2	2%
AFFORDABLE TOTAL						32	38%
SITE TOTAL						85	100%

M. White
A.H. Ege
444
9128

2m wide footbridge suitable for pedestrians, bicycles and horses
** Subject to Planning **

3.0m wide gravel Footway / Cycleway
(No-dig construction)

3.0m wide gravel Footway / Cycleway

3.0m wide gravel Footway / Cycleway

3.0m wide Footway / Cycleway