



# Memorandum

From: Carole Watson, Legal Services

To: Gary Housden – Development Control Manager  
Shirley Wilson/Jane Hall – Enforcement Officers  
To Dodgson/Kerry Clements - Land Charges  
Trevor Anderson – Financial Services Manager  
Jill Thompson – Planning Policy Manager  
Kim Robertshaw – Senior Housing Services Officer  
Julian Rudd – Forward Planning and Economic Development Manager

Ryedale District Council	
Electoral/Local Land Charges	
23 FEB 2007	
Copy to-	
Reply sent-	

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RE: Deed of Variation (Section 106 Agreement Dated 13 March 2006) *LOW FARM SWINTON*  
Ryedale District Council (1) Fulford Builders (York) Limited (2) The Cooperative Bank (3)

Date: 22 February 2007

The above Deed of Variation was completed on the 20 February 200<sup>7</sup> and I attach a copy for your records.

Regards.

*Carole*

THIS DEED is made on the 20<sup>th</sup> day of February 2007  
BETWEEN

- 1 **THE RYEDALE DISTRICT COUNCIL** whose principal office is at Ryedale House Malton in the County of North Yorkshire YO17 7HH ("the Council") and
- 2 **FULFORD BUILDERS (YORK) LIMITED** Registered Office 16 Clifton Moor Business Village, James Nicolson Link, York YO30 LXG("the Owner")
- 3 **THE COOPERATIVE BANK** Registered Office 1 Balloon Street, Manchester M60 4EP ("the Mortgagee")

**NOW THIS DEED WITNESSES** as follows:

1 **Definitions and Interpretations**

In this Deed the following words and expressions have the following meanings:

- 1.1 The Agreement means an Agreement dated 13 March 2006 made between (1) the Council and (2) the Owner and (3) the Mortgagee
- 1.2 The Property means the property known as land known as Low Farm, East Street, Swinton, Malton, North Yorkshire and shown for the purposes of identification edged red on the plan annexed to this Agreement
- 1.3 The clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation.

2 **Recitals**

- 2.1 This deed is supplemental to the Agreement
- 2.2 The parties desire to alter the terms of the Agreement as mentioned below

3 **Variation**

- 3.1 It is mutually agreed that the Agreement shall be varied as follows:  
The following replacements and additions shall be made as though they had been contained in the Agreement at the date of execution:
  - 3.1.1 Clause 1.1.5 change the words 'fifty percent' in the second line to '98%'
  - 3.1.2 Replace the existing Clause 2.10 in its entirety with the following Clause

“2.10 If after the Marketing Period has expired any outstanding offers shall continue to be progressed in accordance with paragraphs 2.5 to 2.8 inclusive above and in the event that any offer or (as appropriate) offers has or have been rejected or contracts have not been exchanged within the two month period specified in paragraph 2.8 for the sale of the Discount Sale Dwelling then the following shall apply:

2.10.1 The Owner will notify the Council and the Housing Association in writing that the offers have been rejected or contracts have not been exchanged ("the Notification"); and

2.10.2 The Housing Association shall have a period of 10 working days from the date of the Notification to serve notice in writing on the Owner indicating that the Housing Association wishes to acquire the Discount Sale Dwelling to which this clause 2.10 applies at the prices shown in clause 2.5.1 above and if the Housing Association serves such a notice in relation to such dwelling the Owner shall be obliged to sell the same to the Housing Association completion of such sale taking place within six weeks of the date of the Notification . Provided that the Owner will make it a term of the transfer of the Discount Sale Dwelling to the Housing Association that the Housing Association will obtain the written agreement of the Council to its proposed use of the Discount Sale Dwelling as social housing.

2.10.3 Immediately following the transfer of the Discount Sale Dwelling to the Housing Association pursuant to clause 2.10.2 above the Owner will notify the Housing Services Manager of such transfer and will within 7 days of completion of the transfer supply a copy of the same to the Housing Services Manager.

2.10.4 In the event that the Housing Association fails to serve written notice in accordance with the provisions of paragraph 3.10.2 in respect of the Discount Sale Dwelling or having served notice in accordance with the provisions of paragraph 2.10.2 fails to complete such acquisition within six weeks of the date of Notification through no fault of the Owner then the Owner shall

be entitled to dispose of any of the unsold Discount Sale Dwelling to which this clause 2.10 applies on the open market”

- 3.1.3 Clause 2.11.1 Add the following text following the words Housing Association’s interest within brackets in the second line ‘or where the Eligible Occupiers Estate Interest is freehold’
- 3.1.4 Clause 2.11.2 add the words ‘subject to the provisions of clauses 2.11.3 to 2.11.8’ after the word ‘Possession’ at the start of line 6 and before the word ‘up’
- 3.1.5 Clause 2.11.3 replace the word ‘to’ in line 4 for the word ‘for’
- 3.1.6 Clause 2.11.8 replace the number ‘24’ in line 2 with the number ‘18’

**4 Confirmation of the Agreement**

Save as modified by this deed the Agreement shall continue in full force and effect in all respects.

**IN WITNESS** whereof the parties hereto have executed this Deed the day and year first before written

THE COMMON SEAL of THE )  
RYEDALE DISTRICT COUNCIL )  
was hereunto affixed and is )  
authenticated by )



*Paul AC*

Chairman

*KAWMISH*

Council Solicitor

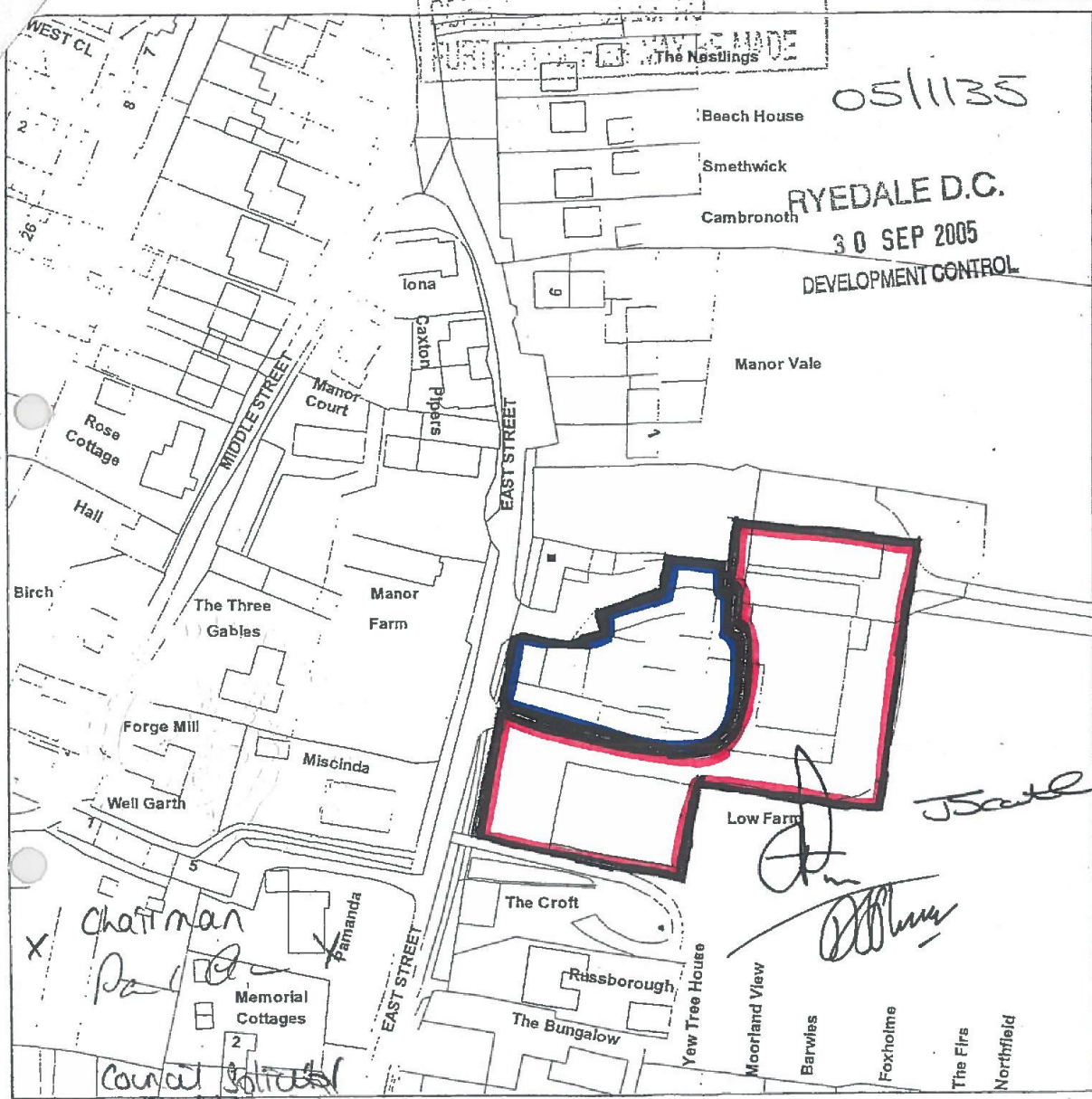
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arm, Swinton

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RYEDALE D.C.  
30 SEP 2005  
DEVELOPMENT CONTROL

Scale: 1:1250

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Organisation	Ryedale District Council
Department	Planning Services
Comments	
Date	11 April 2005
SLA Number	100019406

DATED 20<sup>th</sup> February 2007

THE RYEDALE DISTRICT COUNCIL

and

FULFORD BUILDERS (YORK) LIMITED

and

THE CO-OPERATIVE BANK

DEED OF VARIATION

pursuant to Section 106 of the  
Town and Country Planning Act 1990 as amended  
and Section 111 of the Local Government Act 1972  
in respect of Land known as Low Farm, East Street, Swinton, Malton, North Yorkshire

K A WINSHIP  
SOLICITOR  
MALTON