

DATED 30th November 2018

(1) RYEDALE DISTRICT COUNCIL

and

(2) LUKE RAYMOND COUSINS

**DEED OF VARIATION**

Relating to 9 Thornton Heights, Thornton-Le-Dale, Pickering, North Yorkshire, YO18 7BH <sup>QZ</sup>

**Ashtons**  
LEGAL

The Long Barn  
Fornham Business Court  
Fornham St Martin  
Bury St Edmunds  
Suffolk  
IP31 1SL  
Ref: BMG/279902-0009

THIS DEED is made on the

30<sup>th</sup>

day of

November

2018

**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 **LUKE RAYMOND COUSINS** of 9 Thornton Heights Thornton-Le-Dale Pickering YO18 7QZ ("the Owner")

**WHEREAS:**

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and is the local authority for the purposes of the Local Government Act 1972.
- (B) The Owner is the freehold owner of the Site registered under title number NYK421790
- (C) On 18<sup>th</sup> March 2015 the Council (1), W & W Estates (Thornton Dale) Limited and Christopher Fletcher and Hazel Fletcher ("the Previous Owners") (2) entered into a section 106 Agreement ('the Principal Agreement') for the development of the Site.
- (D) On 10<sup>th</sup> November 2015 the Council (1) W & W Estates (Thornton Dale) Limited (the previous owner ) (2) and Barclays Bank PLC (the previous mortgagee (3) entered into a deed of variation under section 106 A ("the Deed of Variation")
- (E) The Owner is a successor in title to that part of the Site as is proposed to be bound by the terms of this Deed
- (F) The parties to this Deed wish to vary the Principal Agreement in the manner set out in this Deed.

**THIS DEED WITNESSES** the following:

1. **DEFINITIONS AND INTERPRETATION**
  - 1.1 All words and phrases defined in the Principal Agreement and the Deed of Variation have the same meaning in this Deed unless explicitly stated otherwise.
  - 1.2 The provisions of the Principal Agreement and the Deed of Variation shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

**2. LEGAL EFFECT**

This Deed is made pursuant to Section 106A of the 1990 Act and to the extent that the covenants in this Deed are not made under section 106A of the 1990 Act they are made under section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.

**2.1** The obligations and covenants contained in this Deed:

- (a) are covenants and planning obligations to which these statutory provisions apply; and
- (b) relate to that part of Site as is registered at H M Land under title number NYK421790 in the manner set out in this Deed; and
- (c) are enforceable by the Council as the local planning authority.

**2.2** This Deed shall be registrable as a local land charge by the Council.

**3. COMMENCEMENT**

**3.1** The provisions in this Deed shall take effect upon the grant of the Section 73 Permission.

**4. VARIATION TO PRINCIPAL AGREEMENT AND DEED OF VARIATION**

**4.1** The parties agree that the Principal Agreement AND THE Deed of Variation shall be varied as set out in Schedule 1 to this Deed but shall otherwise remain in full force and effect (in so far as the obligations in the Principal Agreement have not been discharged).

**4.2** This Deed shall be construed as one with the Principal Agreement and the Deed of Variation.

SCHEDULE 1

1. The Principal Agreement shall be varied as follows:

1.1 A new definition of Market Value shall be inserted as follows:

**"Market Value"** the value of a property as approved by the Council following the submission and approval of an RICS Red Book Valuation prepared by a suitably qualified surveyor such approval not to be unreasonably withheld

2. The Deed of Variation shall be varied as follows:

2.1 Clause 3.1.4 shall be deleted in its entirety and replaced with the following:

**"Intermediate Housing Offer Price"** sixty thousand pounds (£60,000) or fifty per cent of the Market Value of the Dwelling whichever is the higher"

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 )

*K.W. Windsor*

Council Solicitor



Minute 934/82  
Reg No. 7017  
Initials KTW

EXECUTED as a DEED by  
LUKE RAYMOND COUSINS  
in the presence of

) *in the presence*  
)  
) *FPA Barber*

26/10/18

FPA BARBER  
WODA COTTAGE  
MIDDLETON  
PECKOLING,  
YO18 8PB

2018/10/26.