

SHOOSMITHS

DATED

2025~~4~~

Deed of Variation

pursuant to section 106 and section
106A of the Town and Country
Planning Act 1990

relating to land Land South of Lickers
Lane, Halsnead Garden Village,
Whiston (PP Ref 22/00600/FUL)

- (1) Countryside Properties (UK) Limited
- (2) Cobalt Housing Limited
- (3) Knowlsey Metropolitan Borough Council

Contents

1	Definitions and interpretations	1
2	Operative provisions	1
3	Statutory basis	2
4	Application of the original undertaking	2
5	Variation	2
6	Registration	2
7	Costs	3
8	Third party rights	3
9	Jurisdiction	3
	Schedule	4

Dated

2025

Parties

- 1 **Countryside Properties (UK) Limited** (Company Registration No. 00614864) whose registered office is **11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY** ~~Countryside House, The Drive, Brentwood, Essex CM13 3AT~~ (the **First Owner**)
- 2 **Cobalt Housing Limited**, a Co-operative and Community Benefit Society (registration number ~~29516R~~**14869927**), whose registered office is at 199 Lower House Lane, Liverpool L11 2SF (the **Second Owner**);
- 3 **Knowlsey Metropolitan Borough Council** of Municipal Buildings, Archway Road, Huyton L36 9UX (the **Council**)

Background

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located.
- (B) The First Owner is the freehold owner of those parts of the Site registered at HM Land Registry under Title number MS51389
- (C) The Second Owner is the freehold owner of those parts of the Site registered at HM Land Registry under Title Number MS715865
- (D) The Principal Agreement was entered into in respect of the Site which contained planning obligations requiring that 45% of the Affordable Housing Units be delivered as Affordable Rented Units and 55% as Intermediate Housing
- (E) The parties have agreed that the terms of the Principal Agreement should be varied to enable 40% of the Affordable Housing Units to be delivered as Affordable Rented Units and 60% to be delivered as Intermediate Housing

It is agreed as follows:

1 Definitions and interpretations

- 1.1 The words and expressions in this Deed shall where the context so requires or admits and except as otherwise provided or required by this Deed have the meanings as given to them in the Principal Agreement.
- 1.2 In this Agreement the following expression shall have the following meaning:

Principal Agreement	means the Agreement dated 28 May 2024 made pursuant to section 106 of the Act between (1) Mark Goulding and (2) the Council
----------------------------	---

2 Operative provisions

- 2.1 The parties to this Deed agree that the Principal Agreement shall be varied as set out in of the Schedule to this Deed from the date of this Deed.
- 2.2 The Principal Agreement remains valid and in force subject to the variations contained in the Schedule to this Deed

2.3 If any provisions of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be in any way deemed thereby to be affected or impaired.

3 Statutory basis

3.1 This Deed is made pursuant to the provisions of section 106 and section 106A of the 1990 Act and the covenants contained in this Deed are planning obligations for the purposes of those sections.

3.2 Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

3.3 The parties hereto agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations are satisfied.

4 Application of the original undertaking

For the avoidance of doubt any steps taken pursuant to the Principal Agreement in respect of the Site shall be deemed to have been taken also for the purposes of this Deed.

5 Variation

The parties hereby agree that the Principal Agreement shall from the date that this Deed comes into effect be read and construed and observed and performed subject to the variations set out in the Schedule to this Deed.

6 Registration

This Deed shall be registered by the Council as a local land charge by the Council under the Local Land Charges Act 1975.

7 Costs

The Second Owner covenants with the Council that on execution of this Deed it will pay:

(i) the Council's reasonable and proper legal costs incurred in the negotiation, preparation and execution of this Deed;

(ii) The sum of £500.00 in respect of registering the obligation contained in this Deed.

Formatted: SH Level 5, Indent: Left: 2.75 cm, Hanging: 1 cm

8 Third party rights

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

9 Jurisdiction

This Deed is governed by and interpreted in accordance with the laws of England.

In Witness whereof the parties have executed this Deed the day and year first before written.

Field Code Changed

SCHEDULE

Variations to the Principal Agreement

1. Paragraph 1.2 of Part 1 of Schedule 1 to the Principal Agreement shall be deleted and replaced with the following:

“that 40% of the Affordable Housing Units shall be ~~Affordable Rented Units~~Intermediate Housing comprising eight (8) three bedroom houses (or as otherwise agreed by the Council in accordance with the approved Affordable Housing Scheme) and 60% of the Affordable Housing Units shall be ~~Intermediate Housing~~Affordable Rented Units.”

Executed as a Deed by **Countryside Properties (UK) Limited** acting by

and

each an attorney for and on behalf
of COUNTRYSIDE PROPERTIES
(UK) LIMITED under a power of
attorney dated
in the presence of:

Signature of Attorney

Print name

Witness Signature:

Witness Name:

Witness Address:

Signature of Attorney

Print name

Witness Signature:

Witness Name:

Witness Address:

Executed as a Deed by affixing
the Common Seal of **COBALT
HOUSING LIMITED** in the
presence of:

.....
Signature of Authorised Signatory

.....
Print Name

.....
Signature of Authorised Signatory

.....
Print Name

The Common Seal of **KNOWSLEY
METROPOLITAN BOROUGH COUNCIL**
was affixed in the presence of:



Seal No.
Authority

.....
Signature of Authorised Signatory

.....
Print name

Field Code Changed