

SHOOSMITHS

DATED

2025

Supplemental
Agreement and 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) Knowsley Metropolitan Borough Council

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Parties

- 1 **Countryside Properties (UK) Limited** (Company Registration No. 00614864) whose registered office is **11 Tower View, Kings Hill, West Malling, Kent, ME19 4UY** (the **First Owner**)
- 2 **Cobalt Housing Limited**, a Co-operative and Community Benefit Society (registration number **29516R**), whose registered office is at 199 Lower House Lane, Liverpool L11 2SF (the **Second Owner**);
- 3 **Knowsley 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) On 28 June 2024 the Council transferred to the First Owner that part of the Site coloured [] on the Plan ("the Acquired Site"). On [] the First Owner transferred part of the Acquired Site to the Second Owner. The Acquired Site is registered in part under title number MS51389 and in part under title number MS715865.
- (C) This Deed is supplemental to the Principal Agreement and is entered into to vary the Principal Agreement as set out in the Schedule and for the purpose of ensuring that the Acquired Site is bound by the obligations, covenants and undertakings contained in the Principal Agreement.
- (E) The Council remains the enforcing authority for the area within which the Site is situated.
- (D)(F) 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)(G) The parties have agreed that the terms of the Principal Agreement should be varied to enable 640% of the Affordable Housing Units to be delivered as Affordable Rented Units and 460% 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:

<u>Owners</u>	<u>means the First Owner and the Second Owner</u>
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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
Plan	means the plan annexed hereto

2 Operative provisions

2.1 The parties to this Deed agree that:

2.1.1 ~~the Principal Agreement shall be varied as set out in of the Schedule to this Deed from the date of this Deed~~

2.1.2 ~~this Deed is supplemental to the Principal Agreement and is entered into in accordance with clause 5.11 of the Principal Agreement for the purpose of ensuring that the Acquired Site is bound by the obligations, covenants and undertakings contained in the Principal Agreement as varied by this Deed.~~

2.1.1 ~~that part of the Site which the Council transferred to the First Owner on 28 June 2024 and which now forms part of the Site registered under title number MS51389 shall be bound by the terms of the Principal Agreement as varied by this Deed the Principal Agreement shall be varied as set out in of the Schedule to this Deed from the date of this Deed.~~

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2.2 The Principal Agreement remains valid and in force subject to the variations contained in the Schedule to this Deed

2.2.3 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 Owners' Covenants

~~The Owners covenant so as to bind their respective interests in the Site including the Acquired Site to observe and perform the covenants, restrictions and obligations contained in the Principal Agreement as varied by this Deed and with the intent that this covenant shall be enforceable not only against the Owners but also against any successors in title or assigns of the Owners or any person claiming through or under the Owners an interest or estate in the Site or any part of it as if that person had been an original covenanting party in respect of the interest for the time being held by it.~~

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to the intent that this covenant shall be enforceable against any person deriving title under it or them or their interests in the Site

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45 **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.

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56 **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.

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67 **Registration**

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

78 **Costs**

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

7.1 ~~The~~ the Council's reasonable and proper legal costs incurred in the negotiation, preparation and execution of this Deed;

7.28.2 The sum of £500.00 in respect of registering the obligation contained in this Deed..

89 **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.

910 **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.

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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 Intermediate Housing and 60% of the Affordable Housing Units shall be 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