

DATED _____ 2013

CRAVEN DISTRICT COUNCIL

-and-

GARY STEPHEN ROGERS

-and-

THE CHATSWORTH ESTATES COMPANY

-and-

CLIVE PIETER DE RUIG

PETER ANTHONY BOSTOCK

VARIATION AGREEMENT

Under Section 106 of the Town & Country Planning Act 1990 as amended
Relating to land at Calm Slate Farm, Halton East

Gill Cooper
Strategic Manager, Legal & Democratic Services
Craven District Council
1 Belle Vue Square
Broughton Road
SKIPTON

THIS DEED Is made the day of 2013

BETWEEN: -

- (1) **CRAVEN DISTRICT COUNCIL** of 1 Belle Vue Square, Broughton Road, Skipton, North Yorkshire BD23 IFJ (“the Council”)
- (2) **GARY STEPHEN ROGERS** of Calm Slate Farm, Moor Lane, Halton East, Skipton, North Yorkshire BD23 6EJ (“the Developer”)
- (3) **THE CHATSWORTH ESTATES COMPANY** (Company registration number 0217071) whose registered office is at 21 Buckingham Gate, London, SW1E 6LS (“The Reversioner”) of the third part, and
- (4) **CLIVE PETER DE RUIG and PETER ANTHONY BOSTOCK** both care of 21 Buckingham Gate, London SW1E 6LS (together “the Landlords”) of the fourth part.

WHEREAS

1. By virtue of an Agreement dated 30 June 2009 made between (1) the Council and (2) the Developer and (3) the Reversioner and (4) the Landlords (“the Original Agreement”) the site (as defined in the Original Agreement and being land at Calm Slate Farm, Halton East near Skipton) was made subject to various planning obligations entered into in connection with the grant of the planning permission for development on the site
2. The said planning obligations included a restriction on the range of goods sold at the site.
3. The parties to this deed have agreed to vary the terms of the Original Agreement in the manner set out herein.

NOW THIS DEED WITNESSETH as follows: -

1. This Deed is made pursuant to Section 106A of the Town and Country Planning Act 1990 and all other relevant enabling provisions
2. The parties hereby agree by way of variation that the plan annexed to the Original Agreement shall be deleted and replaced with the plan annexed to this Deed.
3. The Reversioner and the Landlords hereby consent to and concur in the operation of this Deed to the intent that the Site shall be bound by and have the benefit of this Deed.
4. This Deed is a local land charge and shall be registered as such
5. Save as varied the provisions of the Original Agreement shall remain in full force and effect
6. Save as provided by the original Agreement no person who is not a party to this Deed may enforce any terms hereof by virtue of the Contracts (Rights of Third Parties) Act 1999
7. Promptly following completion of this Deed the council shall endorse a memorandum of variation on the Original Agreement in the following terms:

“ This Agreement has been varied by a supplemental agreement dated [] and made between Craven District Council (1) Gary Stephens Rogers (2) The Chatsworth Estates Company (3) and Clive Pieter de Ruig and Peter Anthony Bostock (4)”
8. The Developer shall pay the Council on or before the date of completion of this Deed, the Council's reasonable and proper legal costs together with all

disbursements included in connection with the preparation completion and registration of this Deed.

IN WITNESS Whereof the parties hereto have executed and delivered this Deed the day and year first before written

THE COMMON SEAL of

CRAVEN DISTRICT COUNCIL was

hereunto affixed in the presence of

Signed as a deed

GARY STEPHENS ROGERS

In the presence of

EXECUTED AS A DEED by

THE CHATSWORTH ESTATES COMPANY

by the affixing of its common seal

in the presence of:

Director

Secretary

SIGNED AS A DEED by the said

CLIVE PIETER DE RUIG in the

presence of:

SIGNED AS A DEED by the said

PETER ANTHONY BOSTOCK in

the presence of: