DATED 24 APRIL 2013

BELLWAY HOMES LIMITED

and

BDW TRADING LIMITED

and

HINCKLEY AND BOSWORTH COUNCIL

and

LEICESTERSHIRE COUNTY COUNCIL

DEED OF VARIATION

pursuant to section 106A Town and Country Planning Act 1990
relating to residential development at land at Leicester Road,
Hinckley, Leicestershire

shoosmiths

3 Hardman Street
Spinningfields
Manchester
M3 3HF

Ref: MYW.074968.205

THIS AGREEMENT is made the 26th day of APRIL 2013

BETWEEN

(1) **BELLWAY HOMES LIMITED** (company registration number 670176) whose registered office is situated at Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle upon Tyne, Tyne and Wear NE13 6BE (**"the First Owner"**)

(2) **BDW TRADING LIMITED** (company registration number 3018173) whose registered office is situated at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (**"the Second Owner"**)

(3) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Council Offices, Argents Mead, Hinckley LE10 1BZ (**"the Borough Council"**)

(4) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester LE3 8RA (**"the County Council"**)

1. RECITALS

1.1 The Borough Council is the local planning authority for the purposes of the Act for the area within which the Application Land is located

1.2 The County Council is a local planning authority and is responsible for the provision of libraries and civic amenity facilities and education and sustainable transport for the area within which the Application Land is located

1.3 The Trustees as the predecessors in title to the First Owner and the Second Owner of their respective parts of the Application Land entered into the Original Agreement with the Borough Council and the County Council on 15 June 2011 relating to the proposed Development in the Planning Application

1.4 The Trustees entered into the Second Agreement with the Borough Council and the County Council on 24 October 2011 in order to vary certain terms of the Original Agreement

1.5 The First Owner and the Second Owner purchased the freehold of the Application Land from the Trustees by way of a transfer dated 5 October 2012 with their interest registered at the Land Registry under title number LT448124

1.6 The First Owner is the freehold owner of those parts of the Application Land which is shown shaded blue on the plan numbered PC0275_700_04 appended to this deed

1.7 The Second Owner is the freehold owner of those parts of the Application Land which are shown shaded red on the plan numbered PC0275_700_04 appended to this deed

1.8 The First Owner and the Second Owner have requested a variation to the provisions of the Original Agreement to the effect that none of the covenants contained in the Original

NORTH



Bellway

Bellway Homes (EM) Ltd, 3 Romulus Court, Meridian East, Meridian Business Park, Braunstone Town, Leicester, LE19 1YG
Tel: 0116 282 0400 Fax: 0116 282 0407

Development

LAND OFF LEICESTER ROAD,
HINCKLEY, LEICESTERSHIRE

Drawing Title

BELLWAY HOMES & DWH
LAND OWNERSHIP PLAN

Date	Scale	Drawn
NOV 2012	1:1250	PMG

Dwg. Ref.	Rev.
PC0275_700_04	-

Agreement other than for clause 3.1.6 thereof shall be enforceable against any registered provider or any mortgagee or chargee (or receiver appointed by such mortgagee or charge) with an interest in an Affordable Dwelling/s or any person deriving title from them

1.9 The First Owner, the Second Owner, the Borough Council and the County Council have agreed that the Original Agreement (as varied by the Second Agreement) should be varied as hereinafter set out

1.10 The covenants in this deed constitute planning obligations for the purposes of section 106 of the Act enforceable by the Borough Council and the County Council as may be appropriate

2. DEFINITIONS AND INTERPRETATIONS

2.1 The words and expressions in this deed shall where the context so requires or admits have the meanings as given to them in the Original Agreement (as varied by the Second Agreement) save that without prejudice to the generality of the foregoing the following words and expressions have the following meanings:

2.1.1 "**Original Agreement**" means the agreement made under section 106 of the Act and section 111 of the Local Government Act 1972 between David Michael Radford (1) Cedric Terence Flude (2) Elizabeth Patrick (3) Lisa Marie Flude (4) the Borough Council (5) and the County Council (6) dated 15 June 2011 which regulates development pursuant to a planning permission granted by the Secretary of State under reference APP/K2420/A/10/2142660 in an appeal decision dated 22 July 2011

2.1.2 "**Second Agreement**" means the agreement made under section 106A of the Act between David Michael Radford (1) Cedric Terence Flude (2) Elizabeth Patrick (3) Lisa Marie Flude (4) the Borough Council (5) and the County Council (6) dated 24 October 2011 which varied the terms of the Original Agreement

2.1.3 "**Trustees**" means David Michael Radford of Allen House, Newarke Street, Leicester LE1 5SG and Cedric Terence Flude of 1 Church Road, Kirby Mallory, Leicestershire LE9 7QE and Elizabeth Patrick of De Nouveray House, Rectory End, Burton Overy, Leicestershire LE8 9EW and Lisa Marie Flude of Brynhyfryd Ferwig Road, Cardigan, Ceredigion SA43 1QT as Trustees of the Flude Family Settlement 2004

3. OPERATIVE PROVISIONS

3.1 The parties to this deed agree that the Original Agreement (as varied by the Second Agreement) shall be varied as set out in clause 5 of this deed

3.2 The Original Agreement and the Second Agreement remain valid and in force subject to the variations in this deed and this deed is supplemental and collateral to the Original Agreement (as varied by the Second Agreement)

3.3 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

3.4 This deed is a local land charge and shall be registered as such

3.5 The First Owner and the Second Owner agree on the signing of this deed to pay the Borough Council's costs of £300 in connection with the agreement to and conclusion of this deed

4. STATUTORY BASIS

4.1 This deed is made pursuant to the provisions of section 106 and 106A of the Act and the covenants contained in this agreement are planning obligations for the purposes of those sections

5. VARIATION

5.1 Clause 2.5 of the Original Agreement shall be amended by the addition of the following wording at the end of the clause:

"and none of the covenants contained in this Agreement other than that in clause 3.1.6 shall be enforceable against any Affordable Housing Provider or any mortgagee or chargee (or receiver appointed by such a mortgagee or chargee) with an interest in an Affordable Dwelling/s or any person deriving title therefrom PROVIDED ALWAYS (but without prejudice to clause 2.3) that the Owners shall for so long they have an interest in the Application Land continue to be bound by the obligations in this Agreement notwithstanding that they may have disposed of part of their interest in the Application Land to an Affordable Housing Provider"

IN WITNESS whereof the First Owner, the Second Owner, the Borough Council and the County Council have executed this agreement on the date first above written

Executed as a Deed by Bellway Homes Limited acting by two Directors or by one Director and the Company Secretary)

[redacted]

Director)

Director/Company Secretary)

[redacted]

EXECUTED AS A DEED by [redacted] T. OICKENS.

BDW TRADING LIMITED)

In the presence of)

[redacted]

Name: John Deakin)

Address: DWH East Mids)

Planning Manager)

)

EXECUTED AS A DEED by the)

HINCKLEY AND BOSWORTH BOROUGH)

COUNCIL)

by affixing its common seal in the)

presence of:)

Authorised Signatory ..... [redacted]

Authorised Signatory.....

11267

EXECUTED AS A DEED by the)

LEICESTERSHIRE COUNTY COUNCIL)

by affixing its common seal in the)

presence of:)

30119 (c)

Authorised Signatory ... [redacted]

Authorised Signatory..... Head of Legal Services