

DATED
19 JANUARY 2023

MANNING PROPERTIES (YORKSHIRE) LIMITED

and

UNITED TRUST BANK LIMITED

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

DEED OF VARIATION

**Under Section 106 & 106a of the Town & Country Planning Act 1990
Relating to
Land south of Leeds Road, Mirfield WF14 0JE**

Kirklees Council Legal Services
PO Box 1720
Huddersfield
HD1 9EL

THIS AGREEMENT is made the day of 19 January 2023⁴
BETWEEN:-

1. **MANNING PROPERTIES (YORKSHIRE) LIMITED** (Company Reg No : 11772753) of Office Suite 1, The Wellbeing Centre, 2 Briggate, Elland, West Yorkshire HX5 9DP (hereinafter called the "Owner") of the first part.
2. **UNITED TRUST BANK LIMITED** (Company Reg No 549690) of One Ropemaker Street London EC2Y 9AW) (hereinafter called "the Mortgagee") of the second part
3. **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of The Town Hall, Ramsden Street, Huddersfield, HD1 2TA (hereinafter called "the Council") of the third part

WHEREAS:-

1. This Deed of Variation is supplemental to an agreement dated 4th June 2021 entered into pursuant to Section 106 of the Town & Country Planning Act 1990 ("the 1990 Act") between (1) Manning Properties (Yorkshire) Limited (2) Legacy Property (Investments) Limited and (3) The Council of the Borough of Kirklees ("the Principal Agreement) relating to land at the south of Leeds Road, Mirfield WF14 0JE (the "Site").
2. The Owner is the Owner of the Site under title number YY144013 subject to a charge dated 17 June 2022.
3. The Site is charged to the Mortgagee and the Mortgagee has agreed to join in this Agreement in the manner provided for in this Agreement.
4. The Council is the Local Planning Authority against which the obligations in the Principal Deed and this Deed of Variation are enforceable.
5. The Developer has submitted an application to the Council to discharge conditions on 2020/92368 including Condition 21, Ecological Design Strategy. For the Council to discharge Condition 21 it is necessary to vary the Principal Agreement to reflect an increase in the Bio-diversity Net Gain Contribution.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:-

- A. This Deed of Variation is made pursuant to statutory provisions and in consideration of the covenants herein and for the avoidance of doubt it is agreed and declared that the said covenants are ones to which Section 111 of the Local Government Act, Section 106 and 106A of the Town & Country Planning Act 1990 and all other powers so enabling are to apply. The Planning Obligations contained in this Deed of Variation are enforceable by the Council and shall bind the site.
- B. The parties mutually agree to vary and supplement the terms of the Principal Agreement so that the Principal Agreement shall from this date herein be read and confirmed as follows: -

1. Interpretation: -

The following definition shall be deleted in its entirety: -

"Bio-Diversity Net Gain Contribution" means a contribution of £40,020 (forty Thousand and Twenty Pounds) to be paid

by the Owner to the Council towards bio-diversity net improvements in the area.

and replaced with: -

"Bio-Diversity Net Gain Contribution" means a contribution of £46,000 (forty-six thousand pounds) to be paid by the Owner to the Council towards bio-diversity net improvements in the area.

The following wording shall be deleted in its entirety: -

6.1 Not to allow or permit the occupation of more than 50 percent of the dwellings until the Bio-Diversity Net Gain Contribution of £40,020 (forty thousand and twenty pounds) has been paid to the Council.

and replaced with: -

"6.1. Not to allow or permit the occupation of more than 50% of the dwellings until the Bio-Diversity Net Gain Contribution of £46,000 (forty-six thousand pounds) has been paid to the Council."

2.MISCELLANEOUS

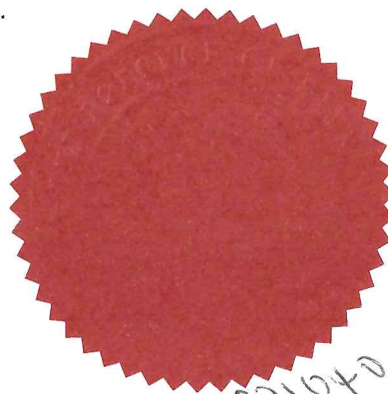
2.1 This deed shall be registered as a land charge.

2.2 The owner shall pay to the Council a maximum of £400(four hundred pounds) towards its legal fees reasonably and properly incurred in the preparation of this Deed.

2.3 For the avoidance of doubt the Principal Agreement, as amended, is in all other respects hereby confirmed and shall remain in full force and effect.

IN WITNESS thereof the parties hereto have confirmed the Deed of Variation to be executed as a Deed on the day and year first before written.

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH OF)
KIRKLEES was hereunto affixed but not)
Delivered until the date hereof in the)
presence of:-)



.....
Service Director – Legal Governance and Commissioning/Authorised Signatory
EXECUTED AS A DEED by MANNING)
PROPERTIES (YORKSHIRE) LIMITED)
acting by a Director in the presence of:-)

.....
Director's Signature

**EXECUTED AS A DEED by UNITED TRUST
BANK LIMITED)**
acting by a Director in the presence of:-)

.....
Director's Signature

.....
Witness Signatur
.....
Witness Name
.....
Witness Address
.....
.....
Witness Occupation



Signed as a Deed for and on behalf of

United Trust Bank Limited under a
Power of Attorney