

DATED 10 July 2025

THE COUNCIL OF THE BOROUGH OF KIRKLEES

And

OWENS DEVELOPMENTS LIMITED

and

HALL ROAD (ECCLESHILL) LIMITED

DEED OF VARIATION

made pursuant to Section 106 and 106A
of the Town and Country Planning Act 1990 (as amended)

A Deed of Variation relating to land at Healey Lane, Batley WF17 8BN



Chadwick Lawrence
Paragon Point
Red Hall Crescent
Wakefield WF1 2DH
SLM/HAL29115-010 27.06.25
KC No 109123

THIS DEED is made the 10 day of July 2025

BETWEEN:

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA (**the Council**);
- (2) **OWENS DEVELOPMENTS LIMITED** (Company Number 8602338) of 10 Manor Farm, Court East Bierley Bradford BD4 6PF (**the Owner**).
- (3) **HALL ROAD (ECCLESHILL) LIMITED** Company Number 11327591 of 13 Richardshaw Business Centre Grangefield Industrials estate Pudsey Leeds LS28 6RW (**the Developer**).

1. DEFINITIONS & INTERPRETATION

- 1.1 The words and expressions in this Deed shall have the same meanings as in the Principal Agreement save to the extent that this Deed otherwise provides that the following words and expressions shall have the following meanings:

"Deed" means this deed.

"Principal Agreement " means the deed made pursuant to Section 106 of the TCPA 1990 dated 7th March 2025 between: (1) The Council of the Borough of Kirklees (2), Owens Development Limited and (3) Hall Road (Eccleshill) Limited)

- 1.2 Where the context so requires:

- 1.2.1 all the words and expressions beginning with capital letters in this Deed shall have the same meanings ascribed to them in the Principal Agreement and shall be construed accordingly;
- 1.2.2 the singular includes the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate;
- 1.2.3 references to any party includes the successors in title of that party;
- 1.2.4 where a party includes more than one person any obligations of that party shall be joint and several;

1.2.5 references to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed and are for reference only and shall not affect the construction of this Deed.

2. RECITALS

- 2.1 The Council is the local planning authority for the purpose of the TCPA 1990 for the area within which the Property is situated and is the authority by whom the obligations hereby created are enforceable.
- 2.2 The Principal Agreement is varied by this Deed only to the extent set out in this Deed.
- 2.3 The Owner is the freehold owner with title absolute of the Property which is registered at HM Land Registry with title number YY66797 but subject to all matters contained or referred to in the title register thereunder.
- 2.4 The Developer has an option to purchase dated 25th February 2024.
- 2.5 The Council, the Developer and the Owner have agreed that the Principal Agreement shall be varied in order to amend some errors in the Principal Agreement which affect the interpretation and efficacy of certain provisions of the Principal Agreement.

3. OPERATIVE PROVISIONS

- 3.1 This Deed is made pursuant to section 106A of the TCPA 1990 and all other powers so enabling and is a planning obligation for the purposes thereof with the intent that it shall bind the interests of the Owner and its successors in title to each and every part of the Property and its assigns as provided in these clauses and in the clauses of the Principal Agreement.
- 3.2 Words and expressions in this Deed shall have the same meanings as in the Principal Agreement save to the extent that this Deed otherwise provides.

4. IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- 4.1 The parties hereto hereby mutually agree to vary and supplement the terms of the Principal Agreement, so that the Principal Agreement shall from today be read and construed as though the amendments set out in this clause 4.1 below were incorporated in the Principal Agreement:

4.1.1 The addition of the following definition to clause 1.1:

"Affordable Housing Unit" any Dwelling constructed as part of the Development and 'Affordable Housing Units' shall be construed accordingly

4.1.2 In paragraph 1.4 of Schedule 3 the wording "Paragraph Schedule 31.2 or Paragraph Schedule 31.3 of this Schedule" shall be deleted and replaced with "Paragraph 1.2 or Paragraph 1.3 of this Schedule 3";

4.1.3 In paragraph 4.1 of Schedule 5 the wording "The obligations in this Schedule 4 shall not be binding on:" shall be deleted and replaced with "The obligations in this Schedule 5 shall not be binding on:"

4.1.4 In paragraph 4.1.3 of Schedule 5 the wording "Affordable Unit" shall be deleted and replaced with "Affordable Housing Unit"

4.1.5 In paragraph 4.2.2 of Schedule 5 the wording: "Affordable Unit(s)" shall be deleted and replaced with the wording "Affordable Housing Unit(s)"

4.1.6 "obligations in this Schedule 4 of this Deed" shall be deleted and replaced with "obligations in this Schedule 5 of this Deed"

4.2 The provisions of the Principal Agreement continue to be enforceable by the Council and to bind the Property in all respects save as varied by this Deed, but for the avoidance of doubt the alterations and amendments hereby made shall to the extent only that they are material supersede specific provisions to the contrary in the Principal Agreement as varied by this Deed and the Principal Agreement shall always be read together (mutatis mutandis) with the latter to that extent predominating.

4.3 No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law.

4.4 For the avoidance of doubt:

4.4.1 where obligations in the Principal Agreement have been satisfied in relation to the Planning Permissions, nothing shall require the Owner to comply with those obligations again in respect of the Planning Permission; and

4.4.2 the Council shall, on request from any one or more of the parties, provide written confirmation that any obligation so satisfied has been formally discharged.

5 MISCELLANEOUS

- 5.1 The obligations hereby created shall be registered as a Local Land Charge.
- 5.2 The Owner shall pay to the Council its reasonable legal fees, in the sum of £1,000-00 (One Thousand pounds only) incurred in the preparation negotiation and completion of this Deed.
- 5.3 Any notices required to be given under this Deed shall be given in accordance with Clause 17 of the Principal Agreement
- 5.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 5.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permissions or any subsequent planning permission relating to the Development) granted (whether or not on appeal) after the date of this Deed.
- 5.6 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the TCPA 1990 in the exercise of any of its functions as a local authority.

6 WAIVER

No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

7 JURISDICTION

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

The provisions of this Deed (save this clause) shall be of no effect until it has been dated.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written,

THE COMMON SEAL of **THE COUNCIL OF THE BOROUGH OF KIRKLEES** was hereunto affixed in the presence of:



AUTHORISED SIGNATORY

SEAL NO. 022257

EXECUTED AS A DEED (but not delivered until the date hereof) by **OWENS DEVELOPMENTS LIMITED** acting by a Director In the presence of:



Witness Signature:

Name of Witness: Joshua Petty

Address:

Occupation Director

EXECUTED AS A DEED (but not delivered until the date hereof by **HALL ROAD (ECCLESHILL) LIMITED** acting by a Director in the presence of:



Witness Signature

Name of Witness C Speight

Address

Occupation Office manager