

**DATED** 25 September **2024**

**NORTH LINCOLNSHIRE COUNCIL**

**- and -**

**KEIGAR HOMES LIMITED**

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**Deed of Variation**

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made pursuant to Section 106 of the Town and Country Planning Act 1990

in respect of Land off Applefields, Wrawby PA/2024/524

JF 10672

**THIS AGREEMENT** is made on the *25* day of *September* 2024

**BETWEEN:-**

- (1) **NORTH LINCOLNSHIRE BOROUGH COUNCIL** of Church Square House 30-40 High Street Scunthorpe North Lincolnshire DN15 6NL ("the Council"); and
- (2) **KEIGAR HOMES LIMITED** (Company Number: 0141078) whose registered office is at Keigar Lodge, Canberra View, Barton-Upon-Humber DN18 5GR ("the Owner")

**BACKGROUND**

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is located and is the authority by whom the obligations hereby created are enforceable
- (B) This Agreement is supplemental to the Original 106 Agreement and relates to the Site only
- (C) The Owner is the registered proprietor of the Site with registered freehold title number: HS408879.
- (D) The Owner has submitted the Planning Application to the Council
- (E) The Council has resolved to grant the Planning Permission and considers that in the exercise of its statutory powers and duties and in the interests of ensuring that the provisions of the Original 106 Agreement shall continue to apply to the Site unless varied by the obligations set out in Schedule Two to this Agreement.
- (F) The Parties to this Agreement are satisfied that the restrictions and provisions contained in this Agreement are necessary to make the proposed Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development
- (G) The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owner and their respective successors in title.

**INTERPRETATION**

- 1.1 In this document unless the contrary intention appears the following terms shall have the following meanings ascribed to them:

<b>“Act”</b>	means the Town and Country Planning Act 1990 (as amended)
<b>“Original 106 Agreement”</b>	means an agreement under Section 106 of the Act dated 4 September 2019 between North Lincolnshire Borough Council; Roger Neil Herring; Joanne Abigail Herring; David Joseph Herring and National Westminster Bank Plc
<b>“Original Planning Permission”</b>	means the planning permissions referenced PA/2017/674
<b>“Planning Application”</b>	means the planning application validated on 30 April 2024 and given reference PA/2024/524 for the modification of planning obligations relating to the Original S106 Agreement
<b>“Parties”</b>	the parties to this Agreement and “Party” shall be construed accordingly.
<b>“Site”</b>	the freehold land shown edged red on the plan attached to this Agreement

- 1.2. Any heading or side notes are for ease of reference only and shall not affect the construction of this Agreement
- 1.3. The definitions contained in the Original 106 Agreement shall have the same meanings in this Agreement as set out in those agreements unless this Agreement states to the contrary
- 1.4. Covenants made hereunder:
  - 1.4.1 if made by more than one person are made jointly and severally; and
  - 1.4.2 are to the intent that the same bind whomsoever shall become successor or successors in title to the Property

- 1.5. Wording importing the masculine gender includes the feminine gender and vice versa. Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

- 2.1 This Agreement is made pursuant to Section 106 of the Act and is supplemental to the Original 106 Agreement.
- 2.2 The obligations contained herein are planning obligations for the purposes of Section 106 of the Act insofar as they fall within the terms of Section 106(1) of the Act
- 2.3 This Agreement will come into full force and effect on the completion of this Agreement
- 2.4 This Agreement shall be registered as a local land charge by the Council following the completion of this Agreement

**OBLIGATIONS OF THE PARTIES**

- 3.1 The Owner agrees with the Council to comply with the obligations set out in Schedule 2 of this Agreement in relation to the Development.
- 3.2 The Council agrees with the Owner to comply with its obligations set out in Schedule 2 of this Agreement in relation to the Development.
- 3.3 All parties hereto agree to act reasonably, properly and diligently in connection with and the discharge of their obligations under this Agreement and when and where any notice consent approval authorisation is required. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the relevant party will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 3.4 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site on which such breach occurs, but they will remain liable for any breach occurring on a part of the Site in which they had an interest, at the date of such breach. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 3.4.

3.5 The Owner shall pay to the Council on completion of this Agreement the Council's reasonable legal costs of **Five Hundred and Seventy Five Pounds (£575.00)** incurred in the negotiation and preparation of this Agreement.

**IT IS HEREBY AGREED AND DECLARED** between the Council and the Owner that:

- 4.1 that the Planning Permission shall supersede and replace the Original Planning Permission in so far as the same relates to the Site
- 4.2 save as provided in clause 4.1 above the Original 106 Agreement shall otherwise continue to have full force and effect in relation to the Site and will continue to bind the Site in relation to all matters remaining to be performed
- 4.3 nothing herein contained or implied shall prejudice or affect the rights powers duties and obligations of the Council in exercise of its functions as a local authority and local planning authority and the rights powers duties and obligations of the Council under all public and private statutes byelaws orders and regulations may be fully and effectually exercised in relation to the Site or any part thereof and any works executed thereon as if the Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and/or any other local authority from exercising powers of compulsory purchase in respect of any part of the Site;
- 4.4 any approval given under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever;
- 4.5 the parties to this Agreement do not intend any of its terms to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement save for the avoidance of doubt it is declared that the planning obligations contained herein are enforceable by any successor local planning authority to the Council exercising planning powers under the Act
- 4.6 no person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after it has parted with its interest in the Site but without prejudice to liability for any breach of covenant subsisting prior to parting with any such interest.

EXECUTED as a DEED on the date specified at the commencement of this Agreement

EXECUTED as a DEED by affixing the  
COMMON SEAL of NORTH LINCOLNSHIRE BOROUGH  
COUNCIL

in the presence of:



Authorised Signatory

Caroline Emerson



Seal No 11526

Executed as a deed by KEIGAR HOMES LIMITED acting by a Director and its Secretary or Two  
Directors,

in the presence of:

Director: ..... [Redacted] .....

Signature: ..... [Redacted] .....

Name: Nathan Unwell

Address: .....  
.....  
.....

Occupation: ..... [Redacted] .....

Director/Secretary: [Redacted] .....

Signature: [Redacted] .....

Name: Gary Unwell

Address: .....  
.....  
.....

Occupation: .....

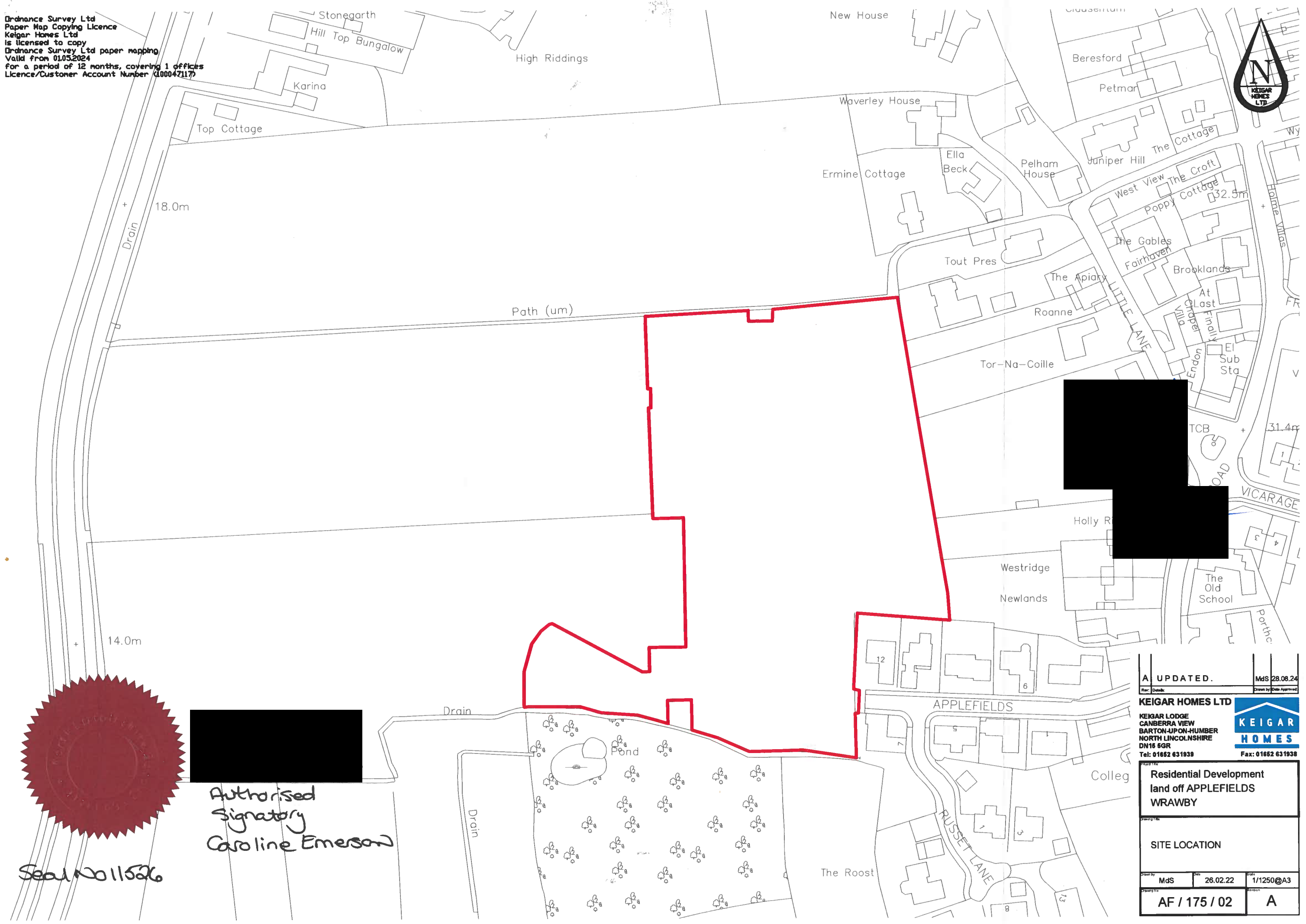
Witness: [Redacted]

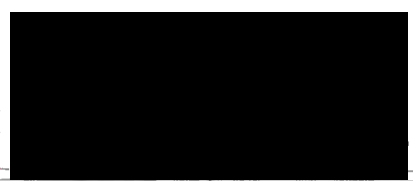
Signature: [Redacted]

Denise J Chamberlain  
Bridge McFarland LLP  
19 South St Mary's Gate  
Grimsby, DN31 1JR

**SCHEDULE ONE**  
**PLAN OF THE SITE**

Drainance Survey Ltd  
 Paper Map Copying Licence  
 Keigar Homes Ltd  
 is licensed to copy  
 Drainance Survey Ltd paper mapping  
 Valid from 01.05.2024  
 for a period of 12 months, covering 1 offices  
 Licence/Account Number (100047117)



  
 Authorised  
 Signatory  
 Caroline Emerson

Seal No 11526

A UPDATED.		MdS 28.08.24
Rev:	Details:	Drawn by/Date Approved:
<b>KEIGAR HOMES LTD</b> KEIGAR LODGE CANBERRA VIEW BARTON-UPON-HUMBER NORTH LINCOLNSHIRE DN16 6GR Tel: 01662 631939 Fax: 01662 631938		
<b>Residential Development</b> land off APPLEFIELDS WRAWBY		
<b>SITE LOCATION</b>		
Drawn by	Date	Scale
MdS	26.02.22	1/1250@A3
<b>AF / 175 / 02</b>		<b>A</b>

## **SCHEDULE TWO**

The following amendments are agreed by The Council and the Owner to the Original S106 Agreement:-

**The following definition shall be added to clause 1.1 of the Original S106 Agreement:**

**"Offsite Affordable Housing Contribution"** means the sums payable in accordance with Part One of Schedule 1;

**Schedule 1 Part One of the Original S106 Agreement shall be amended as follows:**

### **Offsite Affordable Housing Contribution**

1. The Owner shall pay to the Council the sum of **One Hundred and Forty Eight Thousand, Five Hundred and Thirty Three Pounds and Sixty Pence (£148,533.60)** prior to the Occupation of the eleventh (11th) Dwelling on the Site.
2. The Offsite Affordable Housing Contributions shall be used by the Council for a period of 10 years within North Lincolnshire.