

DATED 11th May 2016

CORNWALL COUNCIL

AND

WAINHOMES (SOUTH WEST) HOLDINGS LIMITED

DEED OF VARIATION UNDER THE TOWN AND COUNTRY PLANNING ACT 1990 AND
ASSOCIATED POWERS RELATING TO TREGONY ROAD, PROBUS, CORNWALL,

Ashford House
Grenadier Road
Exeter EX1 3LH
Ref MKP 134084-03617

THIS DEED OF VARIATION is dated ^{11th May} two thousand and sixteen and is made BETWEEN:-

- (1) ^{MM CV} **CORNWALL COUNTY COUNCIL** at County Hall, Treyew Road, Truro, TR1 3AY ('the Council')
- (2) **WAINHOMES (SOUTH WEST) HOLDINGS LIMITED** (Company No. 004187073) whose registered office is at Owlsfoot Business Centre Sticklepath Okehampton, Devon, EX20 2PA ('the Owner')

BACKGROUND

- (a) This Deed of Variation is supplemental to an Agreement dated 20th February 2015 between The Cornwall Council (1) Probus Garden Estate (2) James Michael Williams, Mark Geoffrey Tetley, The Rt Hon Matthew Murray Kennedy St Clair the Lord Sinclair, Crispin David Jermyn Holborow (3) and Wainhomes (South West) Holdings Limited (4) ("the 2015 Agreement") and made pursuant to section 106 of the Town and Country Planning act 1990 (as amended) ("TCPA 1990"), and section 111 of the Local Government Act 1972
- (b) The Owner has acquired the Land as described within the 2015 Agreement and is now the Owner for the purposes of the 2015 Agreement registered at the Land Registry with title number CL171388.
- (c) The Council and the Owner have agreed to vary the 2015 Agreement in respect of the Affordable Housing.

IT IS AGREED AS FOLLOWS:-

1. LEGAL EFFECT

- 1.1. It is hereby agreed between the parties to this Deed of Variation that the 2015 Agreement is varied in the manner set out in Schedule 1 to this Deed of Variation and the 2015 Agreement shall otherwise remain in full force and effect and the amendments contained in this Deed of Variation shall take effect as if they were included in the 2015 Agreement as executed by the parties to this Deed of Variation.

- 1.2. In this Deed of Variation, unless the context otherwise requires:
 - 1.2.1. References to clauses paragraphs and schedules are references to those in the 2015 Agreement; and
 - 1.2.2. Words and phrases whose meanings are not varied by this Deed of Variation have the same meanings as in the 2015 Agreement
- 1.3. The Schedules to this Deed of Variation are and shall be construed as being part of this Deed of Variation.
- 1.4. This Deed is made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 as amended and is a planning obligation

2. COSTS

The Owner covenants to pay the Council's reasonable legal costs in the sum of £600 for the negotiation and completion of this Deed of Variation.

IN WITNESS of which this Agreement has been duly executed as a Deed and has been delivered once dated

SCHEDULE 1

1. The 2015 Agreement shall be varied as follows:-
 - 1.1. In clause 1.1 the following definitions shall be deleted and replaced with the following wording:
 - 1.1.1. **'Affordable Dwelling'** means any one of the 36 dwellings (including any associated parking space(s) and residential curtilage) referred to in the Application comprising:
 - (a) Affordable Rented Dwellings
 - (b) RP Shared Ownership Dwellings; and
 - (c) Intermediate Homes for Sale
 - (d) Non RP Shared Ownership Dwellings
 - (e) Equity Percentage Homesto be constructed on the Land pursuant to the Planning Permission and "Affordable Dwelling" means any one of the said dwellings
 - 1.1.2. **"Affordable Rented Dwellings"** means the 18 dwellings to be constructed on plots marked "Affordable Rent" in the Affordable Housing Schedule and marked with pink on the Layout Plan and let by a Registered Provider of social housing to households who are eligible for social rented housing, constructed to Housing Standards, let at an Affordable Rent and "Affordable Rented Dwelling" means any one of the said dwellings.
 - 1.1.3. **"Intermediate Affordable Dwellings"** means the 18 Affordable Dwellings identified in the Affordable Housing Schedule as "Intermediate" which the Owner may let as Equity Percentage Homes, Intermediate Homes for Sale or RP Shared Ownership or Non RP Shared Ownership
 - 1.2. The Layout Plan annexed to the 2015 Agreement shall be removed and replaced with the Layout Plan annexed to this Deed at Annex 1.
 - 1.3. Clause 1.2 of the Second Schedule shall be deleted in its entirety and replaced as follows:

The 9 Affordable Rented Dwellings as set out in the Affordable Schedule below shall be constructed to Lifetime Homes Standards.

1.4. Clause 2.1 of the Second Schedule shall be deleted and shall be replaced as follows:

2.1 The Affordable Dwellings shall be provided in accordance with the numbers and types set out in the table below (the "Affordable Housing Schedule")

Plot No.	Type Ref.	Code	Type	Bedrm's	Sq m	Sq ft	Tenure	Intermediate SP £
2	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
3	Churchill	Ch	House	3	67.5	726	Intermediate	70% OMV
7	Claremont	Cl	FOG	2	70.2	755	Intermediate	70% OMV
9	Churchill	Ch	House	3	67.5	726	Intermediate	70% OMV
11	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
12	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
13	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
17	Elgar	3B5P	House	3	82.0	882	Affordable Rent	To Be Agreed
18	Britten	2B4P	House	2	79.5	855	Affordable Rent	To Be Agreed
19	Britten	2B4P	House	2	79.5	855	Affordable Rent	To Be Agreed
21	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
22	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
23	Churchill	Ch	House	3	67.5	726	Intermediate	70% OMV
25	Elgar	3B5P	House	3	82.0	882	Affordable Rent	To Be Agreed
26	Britten	2B4P	House	2	79.5	855	Affordable Rent	To Be Agreed
27	Britten	2B4P	House	2	79.5	855	Affordable Rent	To Be Agreed
28	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
29	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
57	Churchill	Ch	House	3	67.5	726	Intermediate	70% OMV
58	Churchill	Ch	House	3	67.5	726	Intermediate	70% OMV
59	Churchill	Ch	House	3	67.5	726	Intermediate	70% OMV
66	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
67	Bell	Bl	House	2	58.5	630	Intermediate	70% OMV
68	Churchill	Ch	House	3	67.5	726	Intermediate	70% OMV
73	Handel	4B6P	House	4	104.6	1126	Affordable Rent	To Be Agreed
74	Elgar	3B5P	House	3	82.0	882	Affordable Rent	To Be Agreed
75	Elgar	3B5P	House	3	82.0	882	Affordable Rent	To Be Agreed
76	Claremont	Cl	FOG	2	70.2	755	Affordable Rent	To Be Agreed
77	Apartments		Flat	1	43.5	468	Affordable Rent	To Be Agreed

78	Apartments	Flat	1	38.6	416	Affordable Rent	To Be Agreed
79	Apartments	Flat	1	45.1	485	Affordable Rent	To Be Agreed
80	Apartments	Flat	1	45.1	485	Affordable Rent	To Be Agreed
81	Apartments	Flat	1	42.6	459	Affordable Rent	To Be Agreed
82	Apartments	Flat	1	46.0	495	Affordable Rent	To Be Agreed
83	Apartments	Flat	1	46.0	495	Affordable Rent	To Be Agreed
84	Apartments	Flat	1	54.8	590	Affordable Rent	To Be Agreed

Where the Affordable Dwellings numbered plot 3 to plot 47 form part of Phase 1 of the Development and the Affordable Dwellings numbered plot 57 to 86 form part of Phase 2 of the Development.

ANNEX 1 LAYOUT PLAN

THE COMMON SEAL of CORNWALL)

^W
~~COUNTY~~ COUNCIL was duly affixed to this)

^W
Agreement by:-

Ben Curnow
Ben Curnow
Legal Officer
Legal Services
Cornwall Council

Authorised Signatory



015639

SIGNED as a DEED by

WAINHOMES (SOUTH WEST) HOLDINGS)
LIMITED)

[Handwritten signature in blue ink]

Director:



Secretary:

[Handwritten signature in black ink]