Variation to Planning Obligation by Deed of Agreement under Sections 106 and 106A of the Town and Country Planning Act 1990 relating to land to the west of 11 Oakwell Drive, Crich, Matlock, Derbyshire

Date 2026

(1) THE COUNCIL OF THE BOROUGH OF AMBER VALLEY

(2) DERBYSHIRE COUNTY COUNCIL

(3) FUTURES HOMESCAPE LIMITED

Anthony Collins LLP
134 Edmund Street
Birmingham
B3 2ES

Draft: March 2026

THIS DEED is made the day of 2026

BETWEEN:

(1) **THE COUNCIL OF THE BOROUGH OF AMBER VALLEY** of Town Hall, Market Place, Ripley, Derbyshire DE5 3BT ("the Council");

(2) **DERBYSHIRE COUNTY COUNCIL** of County Hall, Matlock, Derbyshire DE4 3AG ("the County Council"); and

(3) **FUTURES HOMESCAPE LIMITED** A Registered Society registered under the Cooperative and Community Benefit Societies Act 2014 with register number 8970 whose registered office is at Futures House Building 435 Argosy Road, Castle Donington Derbyshire DE74 2SA ("the Owner")

WHEREAS:

(1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Application Site is situated and is the authority by whom the planning obligations hereby created are enforceable.

(2) The County Council is the county planning authority in respect of the area within which the Application Site is situated.

(3) Both the Council and the County Council are therefore local planning authorities for the purposes of section 106 of the 1990 Act for the area in which the Application Site is situated.

(4) The County Council is also the education authority and the highways authority for the area in which the Application Site is situated.

(5) The Owner is the freehold owner of the Property which comprises the Application Site.

(6) The Owner, and the Council have agreed to vary the affordable housing provisions in the Principal Agreement in relation to the Property.

(7) The parties to this Deed wish to amend the provisions of the Principal Agreement as set out in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

Unless defined in this Deed or the context otherwise requires, a term defined in the Principal Agreement shall have the same meaning in this Deed. In this Deed the following expressions shall have the following meaning:

"Deed"	means this deed of variation to the Principal Agreement

" Property"	means the Property known as land to the west of 11 Oakwell Drive, Crich, Matlock, Derbyshire registered at the Land Registry with title number DY583946
"Principal Agreement"	means a planning obligation by Deed of Agreement under Section 106 of the 1990 Act dated 25 June 2024 which relates to the Application Site and was entered into by (1) the Council (2) the County Council and (3) Jonathan George Housley

2. CONSTRUCTION OF THIS DEED

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and the County Council any successor to their statutory functions.

2.7 Any covenant by the Owner not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act as substituted by Section 12 of the Planning and Compensation Act 1991 and Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed under this Deed create planning obligations pursuant to section 106 of the 1990 Act and are enforceable by the Council and the County Council as local planning authorities in respect of the Application Site.

3.3 This Deed is supplemental to the Principal Agreement.

4. CONDITIONALITY

4.1 This Deed shall take effect upon the date hereof.

5. VARIATION OF THE PRINCIPAL AGREEMENT

5.1 The parties hereby agree that the Principal Agreement shall be varied in accordance with the provisions of the First Schedule of this Deed in respect of the Property.

5.2 The Principal Agreement is in all other respects hereby confirmed and shall (subject always to the provisions therein) remain in full force and effect.

5.3 This Deed shall be read in conjunction with and alongside the Principal Agreement.

6. MISCELLANEOUS

6.1 Upon completion of this Deed the Owner shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.

6.2 The Owner shall pay to the County Council upon completion of this Deed its reasonable and proper costs of £[ ] .

6.3 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

6.4 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.

6.5 This Deed shall cease to have effect if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure other than a non-material amendment under Section 96A of the 1990 Act or expires prior to the Commencement of the Development.

6.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

6.7 This Deed shall be registrable as a Local Land Charge by the Council.

7. WAIVER

7.1 No waiver (whether expressed or implied) by the Council or the County 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 or the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

8. JURISDICTION

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

9. DELIVERY

9.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

FIRST SCHEDULE
Variation of the Principal Agreement

The Principal Agreement shall be varied as follows:

1. The definition of Affordable Dwellings shall be deleted and replaced by the following definition :

"Affordable Dwellings "	means 30% of the Dwellings to be provided as Affordable Housing comprising Social Rented Housing and/or Affordable Rented Housing and ***"Affordable Dwelling"*** shall be construed accordingly

2 The definition of "Shared Ownership Housing " and "Staircasing " shall be deleted

3 Paragraph 3 of the definition of "Affordable Housing Scheme " shall be amended by the deletion of the words "and Shared Ownership Housing " at the end

4 Paragraph 4 of the definition of Affordable Housing Scheme shall be amended by the deletion of the words "and Shared Ownership Housing "

5 Clause 11.3 of Schedule 2 shall be deleted

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed as a Deed on the day and year first before written

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
AMBER VALLEY BOROUGH)
COUNCIL)
in the presence of:)

…….Authorised Signatory

The Common Seal of
DERBYSHIRE COUNTY COUNCIL
was hereunto affixed in the presence of:

……
Authorised Officer

EXECUTED AS A DEED
By affixing the COMMON SEAL of
FUTRES HOMESCAPE LIMITED

In the presence of:

Authorised Signatory: ……

Authorised Signatory: ……