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| **DATED 2021** |
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|  |  | **ALPRAHAM PARISH COUNCIL** |  |  |
|  |  | and |  |  |
|  |  | **THE WELLCOME TRUST LIMITED (AS TRUSTEE OF THE WELLCOME TRUST)** |  |  |
|  |  | and |  |  |
|  |  | **BLUEOAK ESTATES (CHESHIRE) LIMITED** |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **VARIATION DEED**relating toland south of Alpraham Village, Cheshire  |
| JMW |
| 1 Byrom Place ● Spinningfields ● Manchester ● M3 3HGTel: 0845 402 0001 ● Fax: 0161 828 1819 ● DX: 14372 Manchester 1 |
| TP.89793.49 |
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**THIS AGREEMENT** is made on 2021

**BETWEEN:**

(1) **ALPRAHAM PARISH COUNCIL** of 75 Hilbre Bank, Alpraham, Tarporley CW6 9JG ("**Council**");

(2) **THE WELLCOME TRUST LIMITED** (as trustee of the Wellcome Trust a registered charity with number 210183) registered in England with company number 02711000 whose registered office is at Gibbs Building, 215 Euston Road London NW 1 2BE ("**Wellcome**").

(3) **BLUEOAK ESTATES (CHESHIRE) LIMITED** incorporated and registered in England and Wales with company number 09243354 whose registered office is at 20 Grosvenor Street Chester CH1 2ND (“**Blueoak**”).

1. Supplemental
	1. This deed is supplemental to a land development agreement dated 18 December 2015 made between the Council (1) and Wellcome (2) relating to the transfer and development of certain property and a Deed of Variation dated 28 October 2018 to vary to the land development agreement dated 18 made between the Council (1) and Wellcome (2) ("**Original Contract**").
2. Background
	1. A planning permission was obtained by Wellcome in 2017 under reference 15/4922N for Outline Planning Application for a Pavilion, Improved Recreational Facilities and up to 20 Dwellings with all Matters Reserved Except for Access.
	2. The Council and Wellcome together with Cheshire East borough Council entered into a Section 106 Agreement dated 19 January 2017 relating to permission 15/4922N
	3. Wellcome have entered into a contract with Blueoak for the sale of land at Alpraham owned by Wellcome and with the intention of making a Sale Election of the Original Contract
	4. A planning permission for reserved matters was obtained by Wellcome and Blueoak Estates Limited (a group company of Blueoak) on 17 August 2020 under reference 20/0155N for Reserved matters following outline permission (15/4922N) for a pavilion, improved recreational facilities and up to 20 dwellings with all matters reserved except for access (the ‘Planning Permission’)
	5. The parties agree that the Planning Permission constitutes a Satisfactory Planning Permission pursuant to the Original Contract
	6. Wellcome have on the date of this Deed served a Sale Election on the Council pursuant to clause 16 of the Original Contract of its intention to sell the Housing land to Blueoak
	7. The parties have been in discussions to vary elements of the Original Contract with Blueoak joining this deed for confirmation purposes to reflect the Planning Permission and the revised plans and specifications for the Development as defined in the Original Contract and varied by this Deed.
3. Variation
	1. The Council, Wellcome and Blueoak agree and declare that the Original Contract is varied by mutual consent as provided for in the schedule to this deed
4. Incorporation
	1. For the purposes of section 2 Law of Property (Miscellaneous Provisions) Act 1989 the Seller and the Buyer agree and declare that the terms of the Original Contract (subject to and except as varied by this agreement) are incorporated into this agreement as if the same were set out in this agreement in full.
5. The Wellcome Trust
	1. The Wellcome Trust Limited enters into this agreement in its capacity as the trustee for the time being of The Wellcome Trust but not otherwise and it is hereby agreed and declared that notwithstanding anything to the contrary contained or implied in this agreement:
		1. the obligations incurred by The Wellcome Trust Limited under or in consequence of this agreement shall be enforceable against it or the other trustees of The Wellcome Trust from time to time; and
		2. the liabilities of The Wellcome Trust Limited (or such other trustee as referred to in clause 4.1.1) in respect of such obligations shall be limited to such liabilities as can and may lawfully and properly be met out of the net assets of The Wellcome Trust Limited for the time being in the hands or under the control of The Wellcome Trust Limited
6. Execution
	1. This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by **ALPRAHAM PARISH COUNCIL** acting by:

Councillor

Councillor

In the presence of:

Clerk/Proper Officer

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| Executed as a deed by **THE WELLCOME TRUST LIMITED** (as trustee of the Wellcome Trust) acting by [ ]its attorney under a Power of Attorney dated [1 June 2018] |   |
| In the presence of:Witness' signature: Witness' name (BLOCK CAPITALS)Witness' address: |       |
| Witness' occupation: |   |

Signed as a deed by **BLUEOAK ESTATES**

**(CHESHIRE) LIMITED** acting by

[ ] a director in the presence of

|  |  |
| --- | --- |
| In the presence of:Witness' signature: Witness' name (BLOCK CAPITALS)Witness' address: |       |
| Witness' occupation: |   |

(Variation of the Original Contract)

1. Schedule 4 of the Original Contract is deleted and replaced by the updated specification attached at Appendix 1 of this Agreement
2. Appendix 1 of the Original Contract is deleted and replaced by the transfer attached at Appendix 2 of this Agreement
3. Appendix 2 of the Original Contract is deleted and replaced with the transfer attached at Appendix 3 of this Agreement.
4. The following is added to the end of the definition of "Transfer" in Schedule 2 of the Original Contract:

*"but subject to such amendments as shall be agreed between the parties (acting reasonably) to reflect matters arising as a result of any reserved matters approval granted pursuant to the Satisfactory Planning Permission prior to the Completion Date"*

1. The form of *"***Building** **Licence**" annexed to the Original Agreement at Appendix 5 shall be deleted and replaced with the building licence attached at Appendix 4 of this Agreement and

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* 1. The plan attached to the licence will be replaced by the updated plan attached at Appendix 5 of this Agreement
	2. The specification at Appendix 4 to the Building Licence is replaced with the specification attached at Appendix 1 of this Agreement
1. A new paragraph 8.4 is added to Schedule 2 of the Original Contract as follows:

*8.4 On the Completion Date the Parish Council will enter into the Building Licence and Deed of covenant (pursuant to clause 19.2) with Blueoak Estates (Cheshire) Limited*

1. clause 19.2 is deleted and replaced with:

*if Wellcome makes a Sale Election the parties will procure that the purchaser and the Council enter into a deed of Covenant in the form attached to this agreement*

The form of Deed of covenant is attached at Appendix 6 of this Agreement

Appendix 1
SPecification

Appendix 2

Access Transfer

Appendix 3
land transfer

APPENDIX 4

BUILDING LICENCE

APPENDIX 5

BUILDING LICENCE PLAN

appendix 6

purchaser deed of covenant