

Dated 7th 22nd January ~~2020~~ 2021

Deed of Variation relating to Planning Obligations created by Unilateral Undertakings under Section 106 of the Town and Country Planning Act 1990 dated 17 January 2018 and 29 April 2020 relating to Land at Michaelstowe Farm Michaelstowe Lane Ramsey Essex CO12 5FL

Between

A B C CITY Limited

and

TENDRING DISTRICT COUNCIL

THIS DEED OF VARIATION dated 22nd January ~~2020~~ 2021.

Is made between:

- (1) **ABC CITY LIMITED** (Co. Regn. No. 7095557) whose registered office is situate at Livermore House, High Street, Dunmow, England, CM6 1AW ("the Landowner")
- (2) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE (the Council)

Whereby:

- (A) The Landowner is owner of the freehold property known as Michaelstowe Farm, Ramsey Road, Harwich registered at H M Land Registry under title

number EX932537 ("the Land")

- (B) The Landowner acknowledges the Land is bound by planning obligations created by deeds dated 17 January 2018 and 29 April 2020 relating to the development of the Land by Planning Applications 17/01811/OUT and 20/00134/FUL and Planning Permissions 17/01811/OUT and 20/00134/FUL ("the Development")
- (C) By the planning obligations the Landowner is required to pay to the Council a Public Open Space Contribution
- (D) The planning obligations require the Public Open Space Contribution to be paid in full before the Commencement of the Development
- (E) Recognising the economic impact of the present public health emergency the Landowner and the Council agree to vary the planning obligations to further viability and delivery of the Development by allowing the Contributions to be deferred and paid on the Occupation of the seventh Dwelling created by the Development
- (F) This deed of variation does not affect the timing of the payment of the RAMS contribution.

1. Definitions:

Occupation: means the earliest date when any of the dwellings comprised in the Development is brought into beneficial use and occupation for primary residential purposes

Development: means the erection of 14 houses as authorised by Planning Permissions 17/01811/OUT and 20/00134/FUL with 19/00144/DETAIL

Dwelling: means one of the 14 houses authorised by Planning Permissions 17/01811/OUT and 20/00134/FUL with 19/00144/DETAIL

Parties: means the Landowner and the Council

The Schedule: means the schedule to this deed

- 2. Save as expressly provided in clause 1 of this deed the definitions set out in the planning obligations created by deeds dated 17 January 2018 and 29 April 2020 are now adopted and shall equally apply to the interpretation of this deed
- 3. This deed shall be read construed and interpreted consistently
- 4. This deed modifies the planning obligations as is now provided in The Schedule and is enforceable by the Council in accordance with section 106 of the Town and Country Planning Act 1990
- 5. Save as expressly varied by this deed the planning obligations remains in force and are enforceable by the Council to the extent the planning obligations continue unmodified including for the avoidance of doubt the provisions as to

indexation

6. This deed is a local land charge and shall be registered as such by the Council
7. The Owner warrants that it has the authority to enter into this deed
8. The Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs of £900 together with all disbursements incurred in connection with the approval execution and registration of this deed
9. The Parties declare no rights for others under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this deed are created by it

IN WITNESS whereof this has been executed by the Parties as their deed which is delivered and takes effect on the date stated at the beginning of it

The Schedule

1. The Parties now agree and declare that the following variations and modifications shall be made to the covenants on the part of the landowner as are set out in the planning obligations:

- (a) In the planning obligation of the 17 January 2018 clause 2.1 of the SCHEDULE shall be deleted and replaced by

2.1 To pay to the Council the Public Open Space Contribution on the Occupation of the seventh Dwelling created by the Development PROVIDED THAT the Public Open Space Contribution is given strictly on condition that:

- (b) In the planning obligation of the 29 April 2020 clauses 1 and 2 of the FIFTH SCHEDULE shall be deleted and replaced by

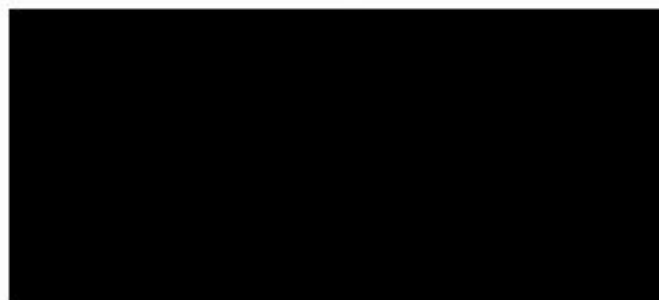
1. On the Occupation of the seventh Dwelling created by the Development to pay to the Council a Public Open Space Contribution calculated using the net increase in the number of dwellings on the Land and applying Table 4 of the Council's Supplementary Planning Document "Provision of Recreational Open Space for New Development" published in May 2008 then Index Linking using the Index from May 2008 (being 215.1) as the base index and the latest published Index to calculate the percentage change

2. Clause now deleted

Executed by ABC CITY LIMITED acting

By ALLISON JAYNE COURTNEY,

a director, in the presence of:-



[SIGNATURE OF WITNESS]

[NAME OF WITNESS]

[ADDRESS OF WITNESS]

[OCCUPATION OF WITNESS]

The Common Seal of
TENDRING DISTRICT COUNCIL
was affixed to this deed
in the presence of:

