

(1) TENDRING DISTRICT COUNCIL

(2) WRABNESS PARISH COUNCIL

(3) BENNETT PLC

(4) JAMES CRAIG MACAULAY

DEED OF VARIATION

**Relating to Land South of Station Road, Wrabness - 15/01737/OUT &
18/00678/DETAIL**

**Pursuant to Section 106 and 105A
of the Town and Country Planning Act 1990 (as amended)**

THIS DEED OF VARIATION OF SECTION 106 AGREEMENT is made the 8th day
of January 2020 2021

BETWEEN:

- (1) **TENDRING DISTRICT COUNCIL** of Council Offices Thorpe Road Weeley CO6 9AJ S
("the Council")
- (2) **WRABNESS PARISH COUNCIL** care of 2 Fredricks Close, Wix, Manningtree CO11
2AY ("the Parish Council")
- (3) **BENNETT PLC** (company registration number 1031743) whose registered office is
situate at Low Green Barn, Low Green, Nowton, Bury St. Edmunds, Suffolk, England,
IP29 5ND ("the Owner").
- (4) **JAMES CRAIG MACAULAY** of Primrose Hall, Primrose Lane, Ramsey, Harwich CO12
5NB (the Chargee)

WHEREAS:

- (A) This is a Deed of Variation to a planning agreement between Tendring District Council
(1), James Craig Macaulay (2 dated 16th September 2016 (**Original Agreement**),
which was made pursuant to Section 106 of the 1990 Act in connection with an
application for planning permission to develop land south of Station Road, Wrabness
Essex edged red on the Site plan attached to the Original Agreement.
- (B) The Owner is now the registered proprietor of the Site as defined in the Original
Agreement under title number EX991879 subject to a legal charge of part of the Site
registered in favour of the Chargee.
- (C) The Council is the local planning authority for the purposes of the Act for the area
within which the Site is situated and by whom the obligations contained in this Deed
are enforceable.
- (D) The Parish Council is the Council for the parish for the Site.
- (E) The Chargee executes this deed to give his consent to the deed but will have no liability
under this deed unless he takes possession of that part of the Site bound by the legal
charge referred to at (B) above.

- (F) The parties to this Deed intend to alter the arrangements for the management of the Open Space created as part of the Development so that following the execution of this deed the Open Space is to be managed by the Parish Council and not by a management Company as provided for in the Original Agreement.

NOW IT IS AGREED as follows:

1. Interpretation


In this Deed of Variation unless the context otherwise requires the expressions contained herein shall have the same meaning as that ascribed to them in the Original Agreement.

2. Recitals

- 2.1. References to the masculine, feminine and neuter genders shall include the other genders.
- 2.2. References to the singular include the plural and vice versa unless the contrary intention is expressed.
- 2.3. References to natural persons are to include corporations and vice versa.
- 2.4. The reference to any statute or section of statute includes any statutory re-enactment or modification.
- 2.5. Headings in this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 2.6. The expressions "the Council", "the Owner" shall include their respective successors in title and assigns as well as any successor in statutory function.
- 2.7. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.

3. Statutory Provisions

- 3.1. This Deed is made pursuant to the provision of section 106 of the Act, section 111 of the Local Government Act 1972, and any other enabling powers.
- 3.2. This Deed shall be registerable as a local land charge by the Council.

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- 3.3. This Deed is supplemental to the Original Agreement which shall continue in full force and effect save as varied by this Deed.
 - 3.4. This Deed shall come into effect upon the date of this Deed.
 - 3.5. Where any obligation under the Original Agreement as varied by this Deed shall be deemed to have been complied with under the Original Agreement then it shall be deemed to have been complied with as varied by this Deed.

4. Variations to the Section 106 Agreement

- 4.1. The following variations will be made to the Original Agreement:
- 4.2. In Schedule 2 Open Space where the words "Management Company" appear they shall be replaced by "Parish Council"
- 4.3. In Schedule 2 Open Space paragraphs 3 and 4 shall be deleted in their entirety
- 4.4. The definition of "Management Company" shall be removed.

5. Costs

- 5.1. The Owner shall pay to the Council on or before the date of completion of this Deed, their reasonable legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed.

6. Third Parties

- 6.1. It is not intended that any term of this document is enforceable by a third party under Section 1 of the Contracts (Rights of Third Parties) Act 1999 except where expressly provided and (if applicable) the parties to this document may rescind or vary the document without the third party's consent.

7. Jurisdiction

- 7.1. All disputes and claims arising out of or relating to this Deed shall be subject to the exclusive jurisdiction of the courts of England to which the parties irrevocably submit.

8. Delivery

- 8.1. 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.

9 Counterparts

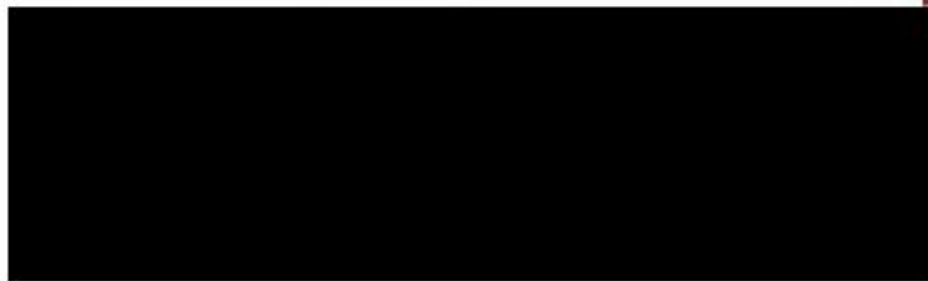
This Deed may be executed in any number of counterparts, and by the parties to this Deed on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Deed but all counterparts together will together constitute one and the same instrument PROVIDED ALWAYS that certified copies of all counterpart documents incorporating execution details be lodged with the Council.

IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.



**THE COMMON SEAL OF
TENDRING DISTRICT COUNCIL**

Was hereunto affixed in the presence of:

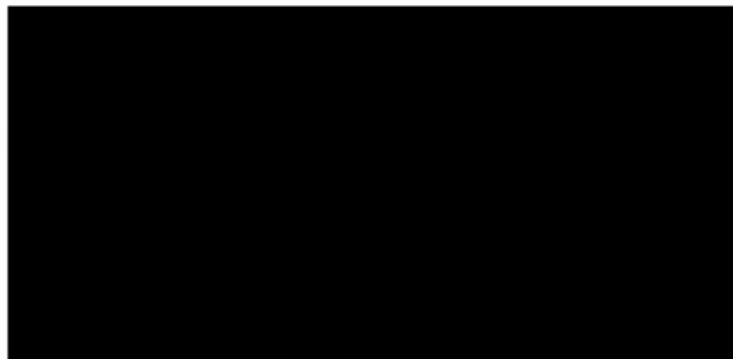


(Authorised Signatory)

**EXECUTED AS A DEED BY
WRABNESS PARISH COUNCIL**

in the presence of:

Name of Councillor

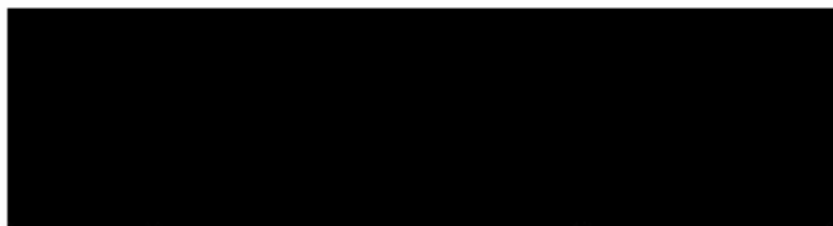


Name of Councillor

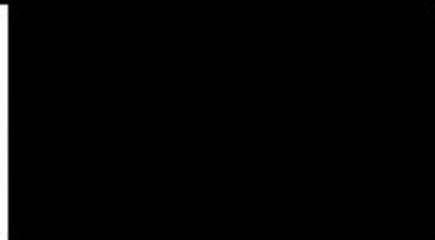
**EXECUTED AS A DEED BY
BENNETT PLC**

in the presence of:

Director



Director/Secretary



Signed as a Deed by
James Craig Macaulay

In the presence of

Witness signature

Print Name

Address

Occupation

