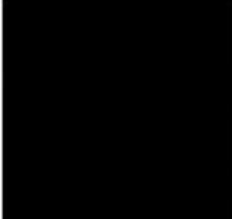


DATED 11th January 2022 ~~2021~~

- (1) NATIONAL GRID TWENTY SEVEN LIMITED
- (2) HAWKSTONE VALE (CLACTON) LLP
- (2)  TENDING FENDERING DISTRICT COUNCIL
- (3) ESSEX COUNTY COUNCIL

S106A DEED OF VARIATION

Relating to Land at Old Gas Works, Old Road, Clacton on Sea,
CO15 1HH

Planning Application Ref: 19/00338/FUL and 21/01271/VOC

THIS DEED is made the 11th day of January

2024 2022.

BETWEEN

- (1) **NATIONAL GRID TWENTY SEVEN LIMITED** (Company No. 07926596) whose registered office is at 1 – 3 Strand, London WC2N 5EH (the Owner); and
- (2) **HAWKSTONE VALE (CLACTON) LLP** (Company No. OC366222) of 135 Worcester Road, Hagley, Stourbridge, DY9 0NW (the Developer); and
- (3) ~~TENBERING~~^{TENBORING} **DISTRICT COUNCIL** of Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE (the Council); and
- (4) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, CM1 1QH (the County Council).

WHEREAS:

- (A) For the purposes of the 1990 Act, the Council and the County Council are the local planning authorities for the area within which the Land is located and are the local authorities who are entitled to enforce the obligations contained in this Deed and the Principal Planning Obligation.
- (B) The Owner is the freehold owner of the Land which is registered at H M Land Registry under title numbers EX654678 EX909435 EX654680 and EX567298 free from any encumbrances which would prevent the Owner entering into this Deed.
- (C) On 6 February 2020 the Owner and the Developer entered into a section 106 planning obligation ('the Principal Planning Obligation') for the Development of the Land in accordance with the Planning Permission.
- (D) On 10 February 2020 the Developer obtained the Planning Permission issued by the Council.
- (E) On 15 July 2021 the Developer submitted an application under section 73 of the 1990 Act to the Council which was given planning application reference 21/01271/VOC ('the Section 73 Application') for the variation of conditions 2, 3, 4, 5, 21 and 24 of the Planning Permission to make changes to the approved Development including removal of first floor gym and relocation of drive thru unit and totem sign.
- (F) The parties to this Deed agree to vary the Principal Planning Obligation in the manner set out in this Deed so that the provisions of the Principal Planning Obligation apply to the planning permission that the Council may grant pursuant to the Section 73 Application ('the Section 73 Permission').

THIS DEED WITNESSES the following:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed the following expressions shall have the following meaning:

'Principal Planning Obligation' – means the Unilateral Undertaking dated 6th February 2020 relating to land at Old Gas Works Site, Old Road, Clacton on Sea, Essex, CO15 1HH made

by (1) National Grid Twenty Seven Limited and (2) Hawkstone Vale (Clacton) LLP in favour of the Council and the County Council.

'the Section 73 Application' – means the application for planning permission to the Council given the reference 21/01271/VOC under section 73 of the 1990 Act to vary the Planning Permission.

'Section 73 Permission' – means the planning permission subject to conditions that may be granted by the Council pursuant to the Section 73 Application.

1.2 All words and phrases defined in the Principal Planning Obligation have the same meaning in this Deed unless explicitly stated otherwise.

1.3 The provisions of the Principal Planning Obligation shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

2. LEGAL EFFECT

2.1 This Deed is made pursuant to Section 106A of the 1990 Act and Section 111 of the Local Government Act 1972 so as to vary the Principal Planning Obligation in the manner set out in this Deed in clause 4 and the Schedule herein and the Owner's obligations and covenants contained in this Deed:

(a) are covenants and planning obligations to which these statutory provisions apply; and

(b) relate to the Land in the manner set out in this Deed; and

(c) are enforceable by the Council and County Council as the local planning authorities.

2.2 Save as varied by this Deed, the Principal Planning Obligation remains in full force and effect and be binding on the respective parties thereto.

2.3 This Deed shall be registrable as a local land charge by the Council.

3. COMMENCEMENT

The provisions in this Deed shall take effect upon the grant of the Section 73 Permission.

4. VARIATION TO PRINCIPAL PLANNING OBLIGATION

4.1 The parties hereby agree that if the Section 73 Permission is granted by the Council then the Principal Planning Obligation shall apply to the Section 73 Permission in the same manner that it applies to the Planning Permission PROVIDED THAT there shall be no duplication of planning obligations within the Principal Planning Obligation in the event that both the Planning

Permission and the Section 73 Permission are implemented and the Principal Planning Obligation shall be varied as set out in the Schedule to this Deed:

4.2 This Deed shall be read in conjunction with the Principal Planning Obligation.

5. **LEGAL COSTS**

5.1 The Developer will pay on completion of this Deed the Council's reasonable legal costs and disbursements in connection with its preparation up to a maximum of £1000..

5.2 The Developer will pay on completion of this Deed the County Council's reasonable legal costs and disbursements in connection with its preparation up to a maximum of £500.

SCHEDULE

1. The definition of Application shall be replaced with the following definition:
"the application for the Development registered by the Council and allocated reference number 19/00338/FUL; and/or the Section 73 Application made to the Council and allocated reference number 21/01271/VOC;"

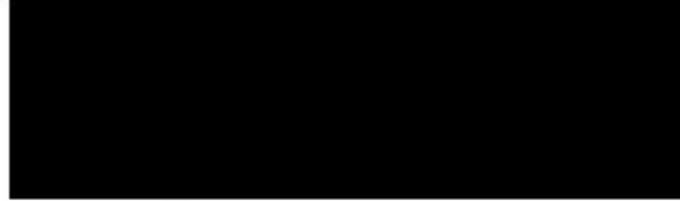
2. The definition of Development shall be replaced with the following definition:
"the development of the Land pursuant to the Planning Permission and being the redevelopment of former gasworks site comprising a mixed use trade counter led development (use classes A1, A3, A5, D2, B1, B2, B8 and Sui Generis uses) plus car parking, landscaping, reconfigured access arrangement and associated works;"

3. The definition of Planning Permission shall be replaced with the following definition:
"the planning permission subject to conditions that may be granted by the Council pursuant to the Application and/or the Section 73 Application;"

In witness to the above the Owner and Developer have executed this document as a Deed and the Council and the County Council have affixed their respective Common Seals the day and year above written

The Common Seal of
NATIONAL GRID TWENTY SEVEN LIMITED
was hereunto affixed in the presence of:

Authorised Signatory



EXECUTED as a DEED by
HAWKSTONE VALE (CLACTON) LLP

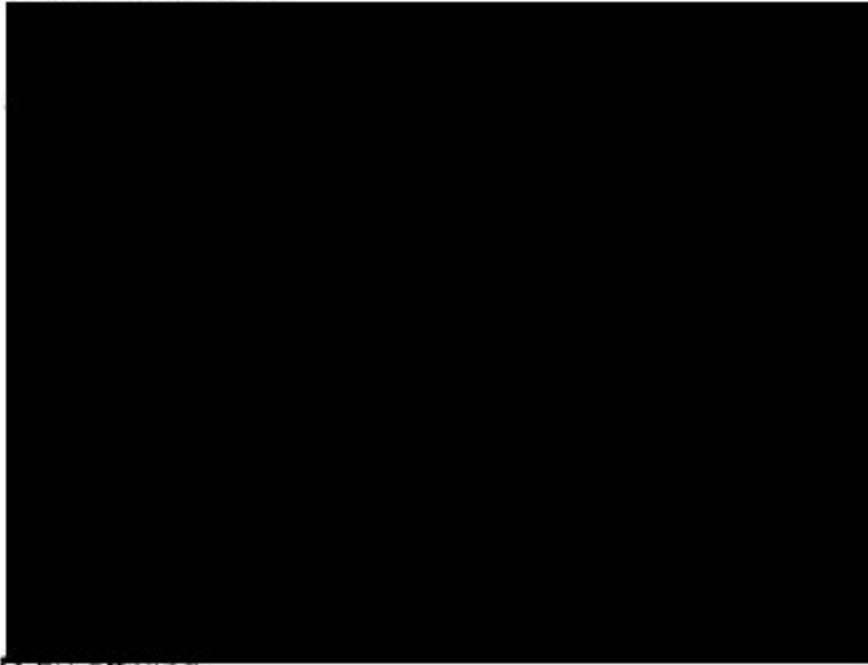
acting by a member

Signature of member

In the presence of:

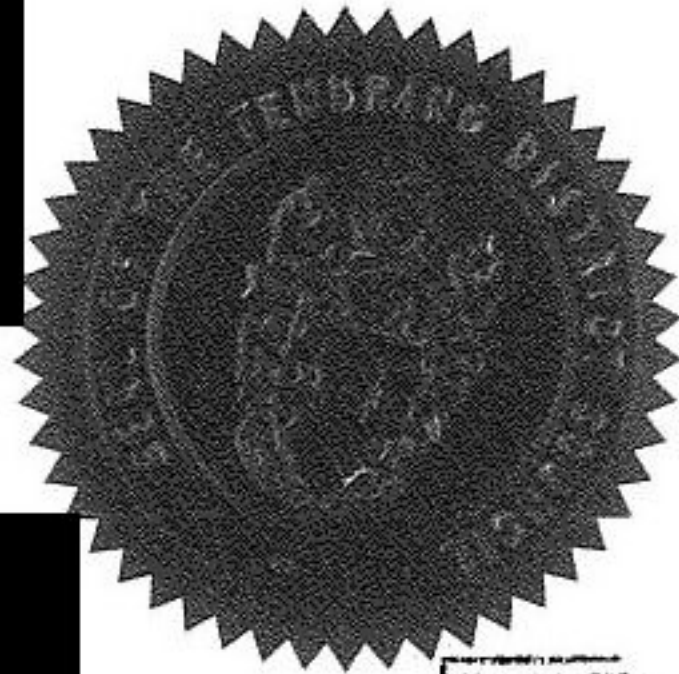
Signature of witness

Address of witness



EXECUTED as a DEED by affixing
THE COMMON SEAL of
TENDRING DISTRICT COUNCIL

In the presence of:



SEAL REGISTER
1836
NUMBER

EXECUTED as a DEED by affixing
THE COMMON SEAL of
ESSEX COUNTY COUNCIL

Attesting Officer



42100