

DATED

5th March

2026

(1) TENDRING DISTRICT COUNCIL

-and-

(2) ESSEX COUNTY COUNCIL

-and-

~~(3)~~ ~~(2)~~ LANSWOOD LIMITED

DEED OF VARIATION

Entered into pursuant to Section 106A(1)(a) of the Town and Country Planning Act 1990
relating to land at Clacton Road, Elmstead Market, Essex, CO7 7FD (known as
Lanswoodpark Phase 2) ("**the Site**") (Planning reference 20/00239/FUL)

THIS DEED is made on the 5th day of March 2026

BETWEEN:

- (1) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE J ("**the Council**");
- (2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex CM1 1QH ("**the County Council**") and
- (3) **LANSWOOD LIMITED** (Co. Regn. No. 03786803) whose registered office is at Middleborough House, 16 Middleborough, Colchester, Essex, CO1 1QT ("**the Owner**").

Together 'the Parties'

BACKGROUND

- (A) On 22 January 2021, the Council, the Owner and the County Council entered into an agreement pursuant to Section 106 of the Town and Country Planning Act 1990 ("the Agreement") to secure planning obligations in respect of the Planning Permission for the Development of the Site under reference 20/00239/FUL granted by the Council on 27 January 2021.
- (B) On 22 March 2022 the Council granted planning permission under section 73 of the 1990 Act for the variation of condition 2 of the Planning Permission ("the Section 73 Permission").
- (C) On 2 March 2022 the Council, the Owner and Essex County Council entered into a second agreement pursuant to Section 106 of the Town and Country Planning Act 1990 ("the Second Agreement") in respect of the Site to secure the planning obligations contained in the Agreement to the Section 73 Permission.
- (D) One of the covenants within the Agreement requires the payment of an Open Space Contribution (as defined in the Agreement) to be used towards providing a 3G artificial grass pitch with fencing and sports lighting at the Charity Fields site at School Road, Elmstead Market.

- (E) The Council and the County Council are the local planning authorities for the area within which the Site is located and the authorities entitled to enforce all of the covenants contained within the Agreement.
- (F) The Owner is the freehold owner of the Site and which ownership is registered at H M Land Registry under title number EX526712.
- (G) The Council the County Council and the Owner have now agreed (at the request of Elmstead Market Parish Council) to modify the covenant referred to in recital D above to provide for the Open Space Contribution to be used instead towards providing: (a) publicly accessible outdoor gym equipment and/or sports equipment and/or play equipment within the Charity Fields site; (b) works to improve public access to the Charity Fields site; and (c) the provision of a car park at the Charity Fields site.
- (H) This Deed is made pursuant to the provisions of Section 106 and 106A(1)(a) of the Town and Country Planning Act 1990, as amended.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Deed:

- (i) the clause headings do not affect its interpretation;
- (ii) unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and the Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- (iii) references to any statute or statutory provision include references to all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Deed as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- (iv) references to the Site include any part of it;
- (v) references to any party in this Deed include the successors in title of that party. In addition, references to the Council and the County Council include any successor

local planning authority exercising planning powers under the Town and Country Planning Act 1990, as amended;

- (vi) 'including' means 'including, without limitation';
 - (vii) any covenant by the Owner not to do any act or thing includes a covenant not knowingly to permit or allow the doing of that act or thing;
 - (viii) words importing the singular meaning where the context so admits shall include the plural meaning and vice versa;
 - (ix) words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner;
 - (x) words denoting an obligation on a party to do any act matter or thing shall include an obligation to procure that it be done and words placing a party under a restriction shall include an obligation not to cause permit or allow infringement of the restriction.
- 1.2 Words and expressions defined in the Agreement shall, unless the context or the express terms of this Deed otherwise require, bear the same meaning in this Deed.
- 1.3 In this Deed the definitions contained in the Agreement apply unless the context otherwise requires and in addition the following definitions shall have the meanings set out below:

"Agreement"

means the agreement between Tendring District Council (1) Essex County Council (2) and Lanswood Limited (3) in respect of the Site entered into pursuant to Section 106 of the 1990 Act and dated 22 January 2021 to secure obligations in respect of the Planning Permission;

"Second Agreement"

means the agreement between Tendring District Council (1) Essex County Council (2) and Lanswood Limited (3) in respect of the Site entered into pursuant to Section 106 of the 1990 Act and dated 2 March 2022

to secure the obligations in the Agreement to the Section 73 Permission;

“Section 73 Permission”

means the planning permission under reference 21/01302/FUL for the variation of condition 2 of the Planning Permission granted by the Council on 22 March 2022.

2. STATUTORY PROVISION

- 2.1 This Deed is a deed of variation conforming to the provisions of Clause 4.14 of the Agreement and is made pursuant to the provisions of Sections 106 and 106A(1)(a) of the Town and Country Planning Act 1990, as amended and the covenants and obligations contained in this Deed are planning obligations enforceable by the Council and to the extent that any covenants or obligations in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers insofar as the said statutory provisions may be relevant to the enforcement of the obligations contained herein.
- 2.2 The covenants and obligations contained in this Deed are entered into by the Owner with the intention that they bind the interests held by the Owner in the Site and their successors in title.
- 2.3 The Owner warrants that they have full power to enter into this Deed and there is no other person save for as recited in this Deed whose consent is necessary to make this Deed binding on the Site.
- 2.4 The terms and conditions of the Agreement shall remain in full force and effect except as varied by this Deed and shall also be binding on the Second Agreement.

3. COVENANTS ACKNOWLEDGEMENTS AND DECLARATIONS

- 3.1 The Owner covenants with and confirms to the Council and the County Council and the Council and the County Council acknowledge and declare that:

3.1.1 The Agreement shall be amended as set out in Clause 4 of this Deed ;

3.1.2 The Agreement as amended by this Deed shall be binding on the Second Agreement;

3.1.3 The provisions of this Deed shall come into full force and effect as from the date of this Deed.

4. VARIATIONS TO THE AGREEMENT

4.1 The Council the County Council and the Owner have agreed that the Agreement shall be varied as follows:

4.1.1 At Schedule 2 (Contributions payable to the Council), the meaning for the definition of "Open Space Contribution Purposes" shall be deleted and replaced with the following meaning:

"Open Space Contribution Purposes"	means the use of the Open Space Contribution towards: (a) the provision of publicly accessible outdoor gym equipment and/or sports equipment and/or play equipment (and associated maintenance of that equipment) within the Charity Fields site at School Road, Elmstead Market, Essex; (b) works to improve public access to the Charity Fields site; and (c) the provision of a car park at the Charity Fields site
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4.2 The Council the County Council and the Owner hereby confirm that in all other respects the Agreement shall remain in full force and effect.

5. LOCAL LAND CHARGE

5.1 This Deed shall be enforceable as a local land charge and shall be registered immediately by the Council as such.

- 5.2 Following the performance and satisfaction of all the obligations contained in the Agreement, as varied by this Deed, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of the Agreement, as varied by this Deed.

6. MISCELLANEOUS

- 6.1 On completion of this Deed the Owner shall pay to the Council and the County Council their respective reasonable legal costs incurred by the Council and the County Council in the preparation, negotiation, execution and completion of this Deed.
- 6.2 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Deed (or any related provisions within the Agreement) shall not in any way be deemed to be affected or impaired.
- 6.3 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
- 6.4 This Deed shall be governed by and construed in accordance with the laws of England and each of the parties hereby submits to the exclusive jurisdiction of the English Courts.
- 6.5 This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

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.

