

DATED

10th March

2026

TENDRING DISTRICT COUNCIL

-and-

CHELMER HOUSING PARTNERSHIP LIMITED

SECOND DEED OF VARIATION

Relating to Land at Williamsburg Avenue, Harwich, Essex, CO12

4EN (25/00060/DOV05)

Pursuant to Section 106 and 106A

of the Town and Country Planning Act 1990 (as amended)

THIS DEED OF VARIATION is made the 10th day of March 2026

BETWEEN:

- (1) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton on Sea CO15 1SE ("**the Council**"); and
- (2) **CHELMER HOUSING PARTNERSHIP LIMITED** (Registered Society No. 8112) whose registered office is at Myriad House, 33 Springfield Lyons Approach, Springfield, Chelmsford, CM2 5LB ("**the Owner**")

WHEREAS:

- (A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) ("**the Act**") for the area within which the Site is situated and by whom the obligations contained in this Second Deed of Variation are enforceable
- (B) The Owner is the freehold owner of the Site as defined in the Original Agreement (as varied by the First Variation) which is registered with HM Land Registry under title number EX988172
- (C) On 13 December 2018 the Council (1) Verve Gain (Harwich) Limited (2) and National Westminster Bank Plc (3) entered into an agreement under section 106 of the Act relating to the Site ("**the Original Agreement**") in respect of the Planning Permission reference 17/01658/FUL granted by the Council.
- (D) Subsequent to the Original Agreement, the Council and the Owner entered into a section 106 Deed of Variation dated 10 March 2022 to vary the provisions of the Original Agreement ("**the First Variation**")
- (E) The Owner has submitted an application to the Council under Section 73 of the Act which have been given planning reference 24/01431/VOC, for the variation of Conditions 2 (Approved plans) and 4 (Landscaping – discharged under 21/00228/DISCON) of application 17/01658/FUL to alter parking layout and landscaping.
- (F) The Council and the Owner wish to amend the Original Agreement (as varied by the First Variation) as set out in this Second Deed of Variation with effect from the date of this Second Deed of Variation to amend the Open Space Plan, the Open Space Works Specification for the laying out of the Open Space, and the timing of delivery and transfer of the Open Space in consequence of the pending application referred to in recital (E) of this Second Deed of Variation.

- (G) Save as set out in this Second Deed of Variation the Original Agreement (as varied by the First Variation) shall remain in full force and effect

NOW IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Second 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 (as varied by the First Variation).
- 1.2 References to the masculine, feminine and neuter genders shall include the other genders.
- 1.3 References to the singular include the plural and vice versa unless the contrary intention is expressed.
- 1.4 References to natural persons are to include corporations and vice versa.
- 1.5 The reference to any statute or section of statute includes any statutory re-enactment or modification.
- 1.6 Headings in this Second Deed of Variation are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 1.7 The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns as well as any successor in statutory function.
- 1.8 Nothing in this Second Deed of Variation 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 Second Deed of Variation.

2. STATUTORY PROVISIONS

- 2.1 This Second Deed of Variation is supplemental to and varies the Original Agreement (as varied by the First Variation) and is made pursuant to the provisions of section 106 and 106A of the Act, section 111 of the Local Government Act 1972, and any other enabling powers.
- 2.2 This Second Deed of Variation shall be registerable as a local land charge by the Council.
- 2.3 This Second Deed of Variation is supplemental to the Original Agreement (as varied by the First Variation) which shall continue in full force and effect save as varied by this Second Deed of Variation.

2.4 This Deed shall come into effect upon the date of this Second Deed of Variation.

2.5 Where any obligation under the Original Agreement (as varied by the First Variation) shall be deemed to have been complied with under the Original Agreement (as varied by the First Variation) then it shall be deemed to have been complied with as varied by this Second Deed of Variation.

3. VARIATIONS TO THE ORIGINAL AGREEMENT (AS VARIED BY THE FIRST VARIATION)

3.1 The following variations will be made to the Original Agreement (as varied by the First Variation):

3.1.1 The Open Space Plan contained in Annexure 3 to the Original Agreement (as varied by the First Variation) shall be deleted and replaced with the Open Space Plan (with drawing number 22053-GAA-ZZ-OO-DR-T-1002 Rev No. CO7) attached to this Second Deed of Variation

3.1.2 Paragraph 3 of Part B of The Schedule to the Original Agreement (as varied by the First Variation) shall be deleted and replaced with the following:

“ 3. On or before the 31 March 2026 (or such other date as otherwise agreed between the Owner and the Council in writing) to:

(a) Provide the Open Space by the carrying out of the Open Space Works in accordance with the Open Space Works Specification to the reasonable satisfaction of the Council;

(b) Transfer the Open Space to the Council for the nominal consideration of One Pound (£1) with an obligation for the Council to maintain the Open Space following the first grass cut, and with rights reserved in favour of the Owner and its agents or contractors to maintain the Open Space in accordance with the approved Open Space Works Specification until the first grass cut;

(c) Simultaneously with completion of the transfer referred to in paragraph (b) above, to pay the Open Space Contribution to the Council”

3.1.3 The definition of ‘Open Space Works Specification’ in the Original Agreement (as varied by the First Variation) shall be deleted and replaced with the following definition:

"Open Space Works Specification" means a specification for the laying out and profiling of the Open Space to enable the land to be used for recreational land and amenity uses by all members of the public the details of which are set out in drawing numbers 2545-WWA-ZZ-XX-D-L-0306 Rev Po2 and 2545-WWA-ZZ-XX-D-L-0307 Rev Po3 submitted to the Council for approval under planning reference 24/01431/VOC."

4. COSTS

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

5. THIRD PARTIES

- 5.1 It is not intended that any term of this Second Deed of Variation 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 Second Deed of Variation may rescind or vary this Second Deed of Variation without the third party's consent.

6. JURISDICTION

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

7. DELIVERY

- 7.1 The provisions of this Second Deed of Variation (other than this clause which shall be of immediate effect) shall be of no effect until this Second Deed of Variation has been dated.

8. COUNTERPARTS

- 8.1 This Second Deed of Variation may be executed in any number of counterparts, and by the parties to this Second Deed of Variation 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 Second Deed of Variation 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.

1
1:1250

1:1250



2
1:200

1:200



In accordance with approved landscape design.

Area of grass = 1984.54 sqm

Plot 31 - 33

Plot 34 - 36

[illegible]

PROPOSED WORK
Wilmington Avenue Harbort
Cape Fear
Land Registry Plan
SHEPHERD, JR.
SHEPHERD, JR.
SHEPHERD, JR.

PROJECT CODE	DA PROJECT NO.	TEAM	STATUS
22053	22053	PD	PD
16072025	As indicated	KN	AS

Planting Schedule

No.	Species Name	Pot Size	Height	Girth	Specification
1	Acer composite	B	250-300cm	6-8cm	2x Light Standard Clear Stem 115-200 3 barks
2	Corpinus betulus	B	250-300cm	6-8cm	2x Light Standard Clear Stem 115-200 3 barks
3	Prunus avium	B	350-350cm	10-12cm	2x Selected Standard Clear Stem 150-175 3 barks
4	Quercus robur	B	350-350cm	6-8cm	2x Selected Standard Clear Stem 150-175 3 barks
5	Sorbus aria lutescens	B	300-350cm	6-8cm	2x Selected Standard Clear Stem 150-175 3 barks
6	Sorbus aucuparia	B	350-300cm	6-8cm	2x Light Standard Clear Stem 150-175 3 barks
7	Tilia cordata	B	300-350cm	10-12cm	2x Selected Standard Clear Stem 175-200 4 barks

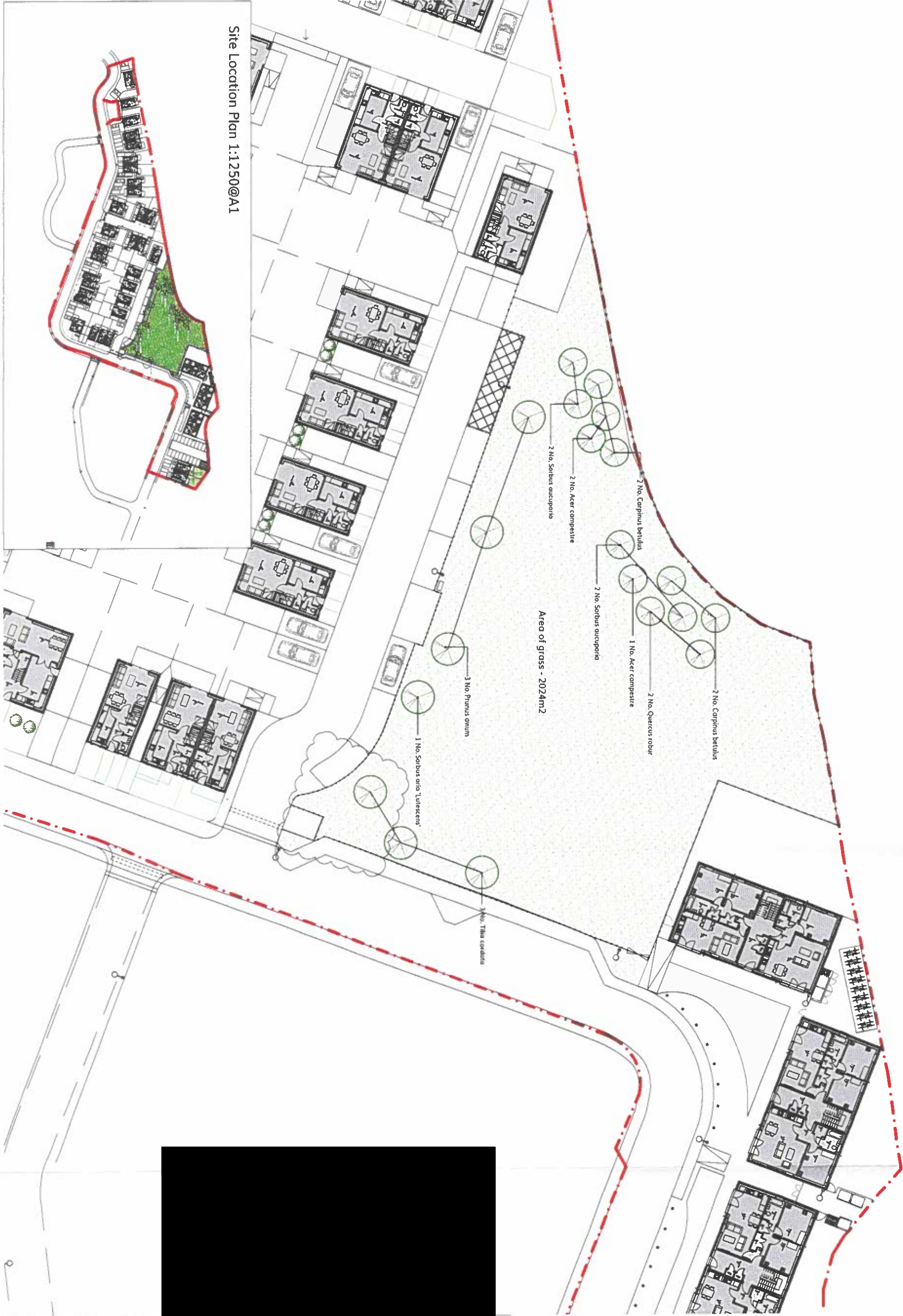


Proposed tree



Seeded grass - minimum 150mm topsoil and seed

Note: All proposed trees to be staked 2 ways.



Site Location Plan 1:12500@A1

Job Title

Williamsburg Avenue

Client

Housing Limited

Issue

PLANNING

Scale

1:200@A1

Drawn

IN

Project ID

2545

Date

22/01/2025

Drawn

2545-WW-A-ZZ-XX-D-L-0307

PO3

Scale: North Point

0 2 4 5m 10 15 20

North Arrow

N

Wynne-Williams Associates

landscape architects & environmental consultants

01753 515000

www.wynne-williams.co.uk

Issue

PLANNING

Scale

1:200@A1

Drawn

IN

Project ID

2545

Date

22/01/2025

Drawn

2545-WW-A-ZZ-XX-D-L-0307

PO3

