

DATED

10th March

2026

**AGREEMENT
UNDER SECTION 106A OF THE TOWN AND COUNTRY
PLANNING ACT 1990
relating to land south of Thorpe Road, Weeley, Essex**

(1) TENDRING DISTRICT COUNCIL

(2) ESSEX COUNTY COUNCIL

(3) ROSE BUILDERS (BARLEYFIELDS) LIMITED

(4) LAWFORD HOMES LIMITED

PARTIES:

- (1) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton on Sea, Essex CO15 1SE ("**Council**");
 - (2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex CM1 1QH ("**County Council**");
 - (3) **ROSE BUILDERS (BARLEYFIELDS) LIMITED** (Co Reg No 09356566) whose registered office is at Riverside House, Riverside Avenue East, Lawford, Manningtree, Essex CO11 1US ("**the First Owner**")
 - (4) **Lawford Homes Limited** (Co. Reg. No. 08612375) whose registered address is at Riverside House, Riverside Avenue East, Lawford, Manningtree, Essex CO11 1US ("**the Second Owner**")
- (together the "**Parties**")

BACKGROUND:

- (A) The Council and the County Council are the local planning authorities for the area within which the Site (as defined herein) is situated and are the authorities entitled to receive and enforce the planning obligations contained in the Principal Agreement (as defined herein) and this Deed of Variation pursuant to the provisions of Section 106A of the 1990 Act.
- (B) This Deed of Variation is supplemental to and varies the Principal Agreement.
- (C) The First Owner is the freehold owner of the Site registered at HM Land Registry under title numbers AA76012 and AA87573 which are free from encumbrances that would prevent the First Owner from entering into this Deed.
- (D) The Second Owner is the freehold owner of the Site registered at HM Land Registry under title number EX929822 which is free from encumbrances that would prevent the Second Owner from entering into this Deed.
- (E) The Parties have agreed to vary the Principal Agreement as set out in this Deed of Variation.

IT IS AGREED THAT**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed the definitions contained in the Principal Agreement apply unless the context otherwise requires and in addition the following definitions have the following meanings:

"Original Parties" means:

- (1) The Council
- (2) The County Council
- (3) Brian Francis Lumber and Eileen Teresa Lumber

(4) David John Weeley

(5) The Second Owner; and

(6) The First Owner and Rose Builders (Properties) Limited

whose interests on 13 August 2019 are detailed in the Principal Agreement.

“Owner” means both the First Owner and Second Owner unless where referred to separately

“Permission” means the outline planning permission with reference 19/00524/OUT.

“Principal Agreement” means an agreement made under Section 106 of the 1990 Act between the Original Parties and dated 13 August 2019.

- 1.2 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 insofar as the said statutory provisions may be relevant to the enforcement of the obligations contained herein.

2. LEGAL BASIS

- 2.1 This Deed is supplemental to and varies the Principal Agreement and is made pursuant to Sections 106 and 106A of the 1990 Act and the covenants and obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act enforceable by the Council and to the extent that any covenants and 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 Principal Agreement shall remain in full force and effect except as varied by this Deed.

3. COVENANTS ACKNOWLEDGEMENTS AND DECLARATIONS

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 The Principal Agreement shall be amended as set out in the Schedule of this Deed.
- 3.2 This Deed shall come into effect upon the date of this Deed.
- 3.3 This Deed shall forthwith be registered as a local land charge for the purposes of the Local Land Charges Act 1975.
- 3.4 This Deed is governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

4. COVENANTS ACKNOWLEDGEMENTS AND DECLARATIONS

On completion of this Deed the First Owner shall pay the Council's and the County Council's reasonable legal costs associated with the drafting, negotiation and completion of this Deed.

5. EXECUTION

The Parties have entered into this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE

VARIATIONS TO THE PRINCIPAL AGREEMENT

1. VARIATIONS TO EXISTING OBLIGATIONS

- 1.1 Paragraph 7 of Schedule 2 of the Principal Agreement shall be deleted and replaced with the following:

7. The Owner hereby covenants with the Council not to permit the Occupation of more than 266 of the Dwellings unless and until all of the Open Space has been provided in accordance with the approved Open Space Plan and the Open Space Specification and the Council has issued the Open Space Completion Certificate.

- 1.2 Paragraph 4.1 of Schedule 3 of the Principal Agreement shall be deleted and replaced with the following:

4.1 Not to permit the Occupation of more than 120 of the Market Dwellings until such time as 42 of the Affordable Housing Dwellings to be provided have been constructed and are available for Occupation and

4.1.1 in relation to those Affordable Housing Dwellings provided as Affordable Housing For Rent or as Other Affordable Routes to Home Ownership of a type that would be provided through an Approved Body have been transferred to an Approved Body;

4.1.2 in relation to those Affordable Housing Dwellings provided as Discounted Market Sales and/or Starter Homes and/or Other Affordable Routes to Home Ownership of a type that would not be provided through an Approved Body the Council has been provided with such evidence as it shall reasonably require from the Owner or the Essex Help To Buy Agent to enable it to be satisfied that there has been or will be compliance with the regulations and criteria relating to Discounted Market Sales and/or Starter Homes and/or Other Affordable Routes to Home Ownership of a type that would not be provided through an Approved Body and in the disposal of those Dwellings.

- 1.3 Paragraph 4.2 of Schedule 3 of the Principal Agreement shall be deleted and replaced with the following:

4.2 Not to permit the Occupation of more than 190 of the Market Dwellings until such time as all of the Affordable Housing Dwellings to be provided have been constructed and are available for Occupation and

4.2.1 in relation to those Affordable Housing Dwellings provided as Affordable Housing For Rent or as Other Affordable Routes to Home Ownership of a type that would be provided through an Approved Body have been transferred to an Approved Body;

4.2.2 in relation to those Affordable Housing Dwellings provided as Discounted Market Sales and/or Starter Homes and/or Other Affordable Routes to Home Ownership of a type that would not be provided through an Approved Body the Council has been provided with such evidence as it shall reasonably require from the Owner or the Essex Help To Buy Agent to enable it to be satisfied that there has been or will be compliance with the regulations and criteria relating to Discounted Market Sales and/or Starter Homes and/or Other Affordable Routes to Home Ownership of a type that would not be provided through an Approved Body and in the disposal of those Dwellings.

- 1.4 Paragraph 6 of Schedule 3 of the Principal Agreement shall be deleted and replaced with the following:

To serve on the Council notice in writing not less than 14 days after the first Occupation of respectively 115 and 185 of the Market Dwellings.



