

Dated 12th March

2025 2026

Tendring District Council (1)

-and-

Richard Arthur Sargeant, Timothy Robert Sargeant, David Richard Sargeant and
Andrew Ian Sargeant (2)

-and-

St Osyth Priory Estates Limited (3)

-and-

St Osyth Priory Homes Limited (4)

-and-

St Osyth Priory Precinct Limited (5)

-and-

The Agricultural Mortgage Corporation PLC (6)

-and-

Weatherbys Bank Limited (7)

**DEED OF VARIATION OF PLANNING OBLIGATION
UNDER SECTION 106A
OF THE TOWN AND COUNTRY PLANNING
ACT 1990**

relating to land at The Priory, St Osyth, Clacton on Sea, Essex CO16 8NZ (planning
reference: 16/00671/FUL (17/00634/FUL, 19/00032/FUL,
22/02122/FUL); 16/00656/FUL (17/01775/FUL, 18/01166/FUL); and 18/01596/FUL

THIS DEED OF VARIATION is dated 12th March 2026

PARTIES:

- (1) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton on Sea, Essex, CO15 1SE ("**the Council**"); and
- (2) **RICHARD ARTHUR SARGEANT, TIMOTHY ROBERT SARGEANT, DAVID RICHARD SARGEANT and ANDREW IAN SARGEANT** all of The Priory, St Osyth, Clacton on Sea, Essex CO16 8NY ("**the First Owner**")
- (3) **ST OSYTH PRIORY ESTATES LIMITED** incorporated and registered in England and Wales with company number 11069034 whose registered office is at Bentfield Place, Bentfield Road, Stansted CM24 8HL ("**the Second Owner**")
- (4) **ST OSYTH PRIORY HOMES LIMITED** incorporated and registered in England and Wales with company number 14385609 whose registered office is at Benfield Place, Benfield Road, Stanstead CM24 8HL ("**the Third Owner**")
- (5) **ST OSYTH PRIORY PRECINCT LIMITED** incorporated and registered in England and Wales with company number 15886387 whose registered office is at Benfield Place, Benfield Road, Stanstead CM24 8HL ("**the Fourth Owner**")
- (6) **THE AGRICULTURAL MORTGAGE CORPORATION PLC** incorporated and registered in England and Wales with company number 00234742 whose registered office is at Keens House, Anton Mill Road, Andover, Hampshire, United Kingdom, SP10 2NQ ("**the First Mortgagee**")
- (7) **WEATHERBYS BANK LIMITED** incorporated and registered in England and Wales with company number 02943300 whose registered office is Sanders Road, Wellingborough, Northants, NN8 4BX ("**the Second Mortgagee**")

together referred to as 'the Parties'

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Town & Country Planning Act 1990 (the "1990 Act") for the area in which the Property is situated and by whom the obligations in this Deed are enforceable.
- (B) The First Owner owns part of the Property registered at H M Land Registry under title numbers EX860324, EX628040, EX688873, EX39317, EX832427 part of which is subject to charges in favour of the First Mortgagee and a mortgage in favour of The Cambridge Building Society.
- (C) The First Owner by way of three transfers of whole each dated 10 December 2024 has transferred their freehold interest in title numbers EX860324,

EX39317, EX62804 and EX688873 to Timothy Robert Sargeant, David Richard Sargeant and Andrew Ian Sargeant which are pending registration at H M Land Registry.

- (D) The First Owner by way of a transfer of whole dated 14 January 2025 has transferred their freehold interest in title number EX688873 to St Osyth Priory Precinct Limited ("the Fourth Owner") and which transfer is subject to a charge in favour of Weatherbys Bank Limited ("the Second Mortgagee") which are both pending registration at H M Land Registry and the Second Mortgagee has agreed to enter into this Deed to give its consent to its terms.
- (E) The Second Owner owns part of the Property registered at H M Land Registry under title number EX985124 which was previously part of title EX628040, EX860324 and EX39317 which is subject to a mortgage in favour of the Close Brothers Limited.
- (F) The Second Owner by way of three transfers of part each dated 3 January 2025 in respect of 43 Westfield Lane, St Osyth, Essex, CO16 8GW, 44 Westfield Lane, St Osyth, Essex, CO16 8GW, and South Lodge at St Osyth has transferred its freehold interest in part of title number EX985124 to St Osyth Priory Homes Limited ('the Third Owner') which are pending registration at H M Land Registry and on registration will be given new title numbers.
- (G) The First Mortgagee is registered proprietor of the Charge dated 1 August 2012 as varied referred to in entries numbered (2)/(8) of the charges registers of title numbers EX628040, EX860324, EX39317 and has agreed to enter into this Deed to give its consent to its terms.
- (H) The Cambridge Building Society is registered proprietor of the Charge dated 26 May 2020 referred to in the entries numbered (13) and (14) of the charges register of title number EX628040 and the Close Brothers Limited is the registered proprietor of the Charge dated 22nd January 2019 referred to at entries (8) and (9) of the Charges Register of title number EX985124 however they are not signatories to this Deed as the land over which they have a registered charge is not affected by the variation set out in this Deed
- (I) There was a Charge registered in favour of C. Hoare & Co dated 8 April 2021 referred to in the entries numbered (6) and (7) of the charges register of title number EX688873 but this has now been discharged and an application made on 14 January 2025 to cancel entries in the Charges Register of this title.
- (J) The Original Planning Permissions were granted by the Council subject to the completion of the Original Agreement.
- (K) The Section 73 Permissions – Parkland Development and the Section 73 Permissions – Westfield Development were later granted by the Council varying the Original Planning Permissions.
- (L) The First Deed of Variation and the Second Deed of Variation varied the Original Agreement securing the covenants contained in the Original Agreement to subsequent planning permissions granted under section 73 of

the 1990 Act and the Original Agreement as varied is referred to in this Deed as the Principal Agreement.

- (M) The Owner and the Building Preservation Trust (BPT) have discharged Paragraph 5.1 of Part 1 Schedule 1 of the Principal Agreement with the opening of an Escrow Account held by Foskett Marr Gadsby & Head LLP on 17th January 2019
- (N) Following the Commencement of the Westfield Development Planning Permission the Owner deposited Four Hundred Thousand Pounds (£400,000.00) into the Escrow Account on 30th January 2019 in part compliance with Paragraph 5.2 of Part 1 Schedule 1 of the Principal Agreement.
- (O) Following a change in the interpretation and enforcement of the Solicitors Regulation authority (SRA) Account Rules which prevents Solicitors from providing banking facilities such as this Escrow account, the Council has been requested by the Owner to vary the terms of the Principal Agreement as set out in this Deed in order to enable the transfer of funds to the Council to be held by the Council for the purposes set out in Paragraph 5 of Part 1 Schedule 1 of the Principal Agreement.
- (P) The Parties have agreed without prejudice to the terms of the other covenants contained in the Principal Agreement to vary the Principal Agreement to allow for the Balance of Escrow Monies to be transferred to the Council in accordance with the variations set out in the Deed.
- (Q) The Balance of Escrow Monies was transferred to the First Owner on 12th July 2024 and is currently held by the First Owner it is therefore necessary to vary the Principal Agreement as set out in this Deed.
- (R) The covenants already discharged in respect of the Principal Agreement are set out in Schedule 2 of this Deed and for the avoidance of doubt the Eight Hundred Thousand Pounds (£800,000.00) payable in accordance with Paragraph 5.2 of Part 1 of Schedule 1 of the Principal Agreement in respect of the Parkland Development Planning Permission has not been discharged as the trigger for that payment has not been reached.

1. DEFINITIONS

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

1990 Act

Town and Country Planning Act 1990 (as amended);

Balance of Escrow Monies means the monies held by the First Owner following the transfer of the balance from the Escrow Account to the First Owner on 12 July 2024 LESS any sums subsequently transferred to the Trust and any costs or sums agreed by the Parties to be so transferred, AND including any interest accrued calculated as at Seven (7) days after the Variation Date;

First Deed of Variation means the deed of variation dated 30th November 2018 made between (1) Tendring District Council (2) Richard Arthur Sargeant, Timothy Robert Sargeant, David Richard Sargeant and Andrew Ian Sargeant (3) Lloyds Bank plc and (4) The Agricultural Mortgage Corporation PLC;

Original Agreement an agreement dated 14th March 2018 made under Section 106 of the 1990 Act between the Tendring District Council (1); Richard Arthur Sargeant, Timothy Robert Sargeant, David Richard Sargeant and Andrew Ian Sargeant (2); Lloyds Bank PLC (3); and The Agricultural Mortgage Corporation PLC (4) in respect of the Original Planning Permissions containing planning obligations enforceable by the Council;

Original Planning Permissions means the Parkland Development Planning Permission and the Westfield Development Planning Permission;

Owner means the First Owner, Second Owner, Third Owner and Fourth Owner together;

Parkland Development Planning Permission means the planning permission granted by the Council on 18 November 2016 given planning reference **16/00671/FUL** for the erection of 17 dwellings for use as residential and holiday accommodation (C3 use); restoration of park landscape; bunding; re-grading of 9 hectares of land; construction and alterations to access driveway; landscaping and all ancillary works;

Principal Agreement means the Original Agreement as varied by the First Deed of Variation and the Second Deed of Variation;

Second Deed of variation means the deed of variation dated 28th May 2020 made between (1) Tendring District Council (2) St Osyth Priory Estates Limited (3) Close Brothers Limited and (4) Lloyds Bank PLC;

Section 73 Permissions – means:

Parkland Development

- i) the planning permission granted by the Council on 19 December 2018 given planning reference **17/00634/FUL** for the variation of condition 3 of planning permission 16/00671/FUL - To allow the re-location of Lake House North and South Lodge;
- ii) the planning permission granted by the Council on 8 April 2019 given planning reference **19/00032/FUL** for the variation of Condition 2 (Approved plans) of application 17/00634/FUL - to allow amendments to the elevations of Lake

House North and the re-building of the end gable serving Nuns Hall;

- iii) the planning permission granted by the Council on 21 March 2023 given planning reference **22/02122/VOC** for the variation of condition 2 (Approved plans) of 19/00032/FUL to allow amendments to the North Lodges, including raising the lodges from two-storey buildings to three-storey and the reorientation of the garages with the addition of a wall with gates;

Section 73 Permissions – means:

Westfield Development

- i) the planning permission granted by the Council on 21 December 2018 given planning reference **17/01175/FUL** for the variation of condition 3 of 16/00656/FUL to allow amendments to the elevations and layout of Phase 1 and removal of condition 14 part e to remove the requirement to relocate the bus stop;
- ii) the planning permission granted by the Council on 18 April 2019 given planning reference **18/01166/FUL** for the variation of condition 2 of approved application 17/01175/FUL to allow amendments to the elevations and layout of Phase 2;
- iii) the planning permission granted by the Council on 1 June 2020 given planning

reference **18/01596/FUL** for the erection of 14 dwellings. (As part of previously approved West Field scheme);

Variation Date means the date of this Deed;

Westfield Development Planning Permission means the planning permission granted by the Council on 18 November 2016 given planning reference 16/00656/FUL for the demolition of existing property at 7 Mill Street and the creation of 72 no. two, three and four bedroom houses, plus associated roads, car parking, garages and landscaping;

2. INTERPRETATION

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 "Including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be

construed accordingly.

- 2.6 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it and "statutory requirement" shall be construed accordingly.
- 2.8 Reference to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions and any duly appointed employee or agent of the Council or such successor.

3. LEGAL BASIS

- 3.1 This Deed is supplemental to and varies the Principal Agreement and is made pursuant to Section 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 obligations contained 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.
- 3.2 The covenants, restrictions 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 Property and their respective successors and assigns.
- 3.3 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 Property.

- 3.4 The terms and conditions of the Principal Agreement shall remain in full force and effect except as varied by this Deed.

4. VARIATION

- 4.1 With effect from the Variation Date the Parties agree that the Principal Agreement is varied in the manner specified in Schedule 1 to this Deed and the Principal Agreement shall thereafter be read and construed accordingly.

5. COMMENCEMENT

- 5.1 This Deed comes into effect immediately upon completion of this Deed.

6. OTHER PROVISIONS

- 6.1 On completion the Council shall register this Deed in its Register of Local Land Charges.
- 6.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission other than the Planning Permission.
- 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 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 shall not in any way be deemed to be affected or impaired.
- 6.5 Words and expressions defined in the Principal Agreement shall, unless the context or the express terms of this Deed otherwise require, bear the same

meaning in this Deed.

7. Mortgagee Consent

- 7.1.1 The First Mortgagee and Second Mortgagee consent to the completion of this Deed and declare that its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of its interests in the Property PROVIDED THAT the First Mortgagee and Second Mortgagee shall not be personally liable for any breach of the obligations in this Deed or any breach of the obligations in the Principal Agreement unless committed or continuing at a time when it is in possession of all or any part of the Property.

8. COUNTERPARTS

- 8.1 This Deed may be executed in any number of counterparts and by the Parties hereto in separate counterparts each of which when executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

9. COSTS

- 9.1 Prior to completion of this Deed the First Owner covenants to pay to the Council their reasonable and proper costs in connection with the preparation, negotiation and completion of this Deed.

10. JURISDICTION

- 10.1 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.

Schedule 1
Variation of the Principal Agreement

1. The Parties agree that the Principal Agreement shall be varied as follows:

1.1 The following definitions shall be added to Clause 1.1 Definitions:

'Balance of Escrow Monies' means the monies held by the Owner following the transfer of the balance from the Escrow Account to the First Owner on 12 July 2024 LESS any sums subsequently transferred to the Trust and any costs or sums agreed by the Parties to be so transferred, AND including any interest accrued calculated as at Seven (7) days after the Variation Date;.

'VARIATION DATE' means the date of completion of the Third Deed of Variation made between (1) Tendring District Council; (2) Richard Arthur Sargeant, Timothy Robert Sargeant, David Richard Sargeant and Andrew Ian Sargeant; (3) St Osyth Priory Estates Limited; (4) St Osyth Priory Homes Limited; (5) St Osyth Priory Precinct Limited; (6) The Agricultural Mortgage Corporation PLC; and (7) Weatherbys Bank Limited which varies paragraph 5 of Part 1 of Schedule 1 of this Deed in respect of the Balance of Escrow Monies;'

2.2 New Paragraphs 5.4 5.5 5.6 and 5.7 shall be added to Paragraph 5 of Part 1 Schedule 1 as follows:

'5.4 Within 7 days of the Variation Date of this deed the Owner shall provide to the Council for agreement an official account statement showing the Balance of Escrow Monies including all withdrawals and the said sum shall be transferred to the Council within 7 days from the date of the Council's agreement.

5.5 The Council shall hold the Balance of Escrow Monies once transferred for the purpose set out in paragraph 5.3 of Part 1 of this Schedule 1 and the withdrawal of monies shall require the consent of the Owner the BPT and the Council together in a written form to be agreed between the Parties.

5.6 From the Variation Date any monies due to be paid by the Owner in accordance with paragraph 5.2 of Part 1 of this Schedule 1 shall be paid instead to the Council to be held in accordance with paragraph 5.5 of this Part 1 Schedule 1.

5.7 In the event that the Council enter into any financial difficulties that has the potential to put the Balance of Escrow Monies held by the Council at risk the Parties will in accordance with paragraph 5 of this Part 1 Schedule 1 transfer the money that they hold on behalf of the Trust and the Owner into a specific

designated account as agreed between the Trust the Owner and the Council or its successor local planning authority for the area where the Site is located with the Parties having a joint mandate in order to comply with the covenants in this deed in respect of those monies.

Schedule 2

List of planning obligations discharged in the Principal Agreement:

1. The Parties agree that the following obligations in the Principal Agreement have been discharged as at the date of this Deed:

1.1 Schedule 1 – Notification:

1.1.1 Paragraph 1.1 – Notice of commencement

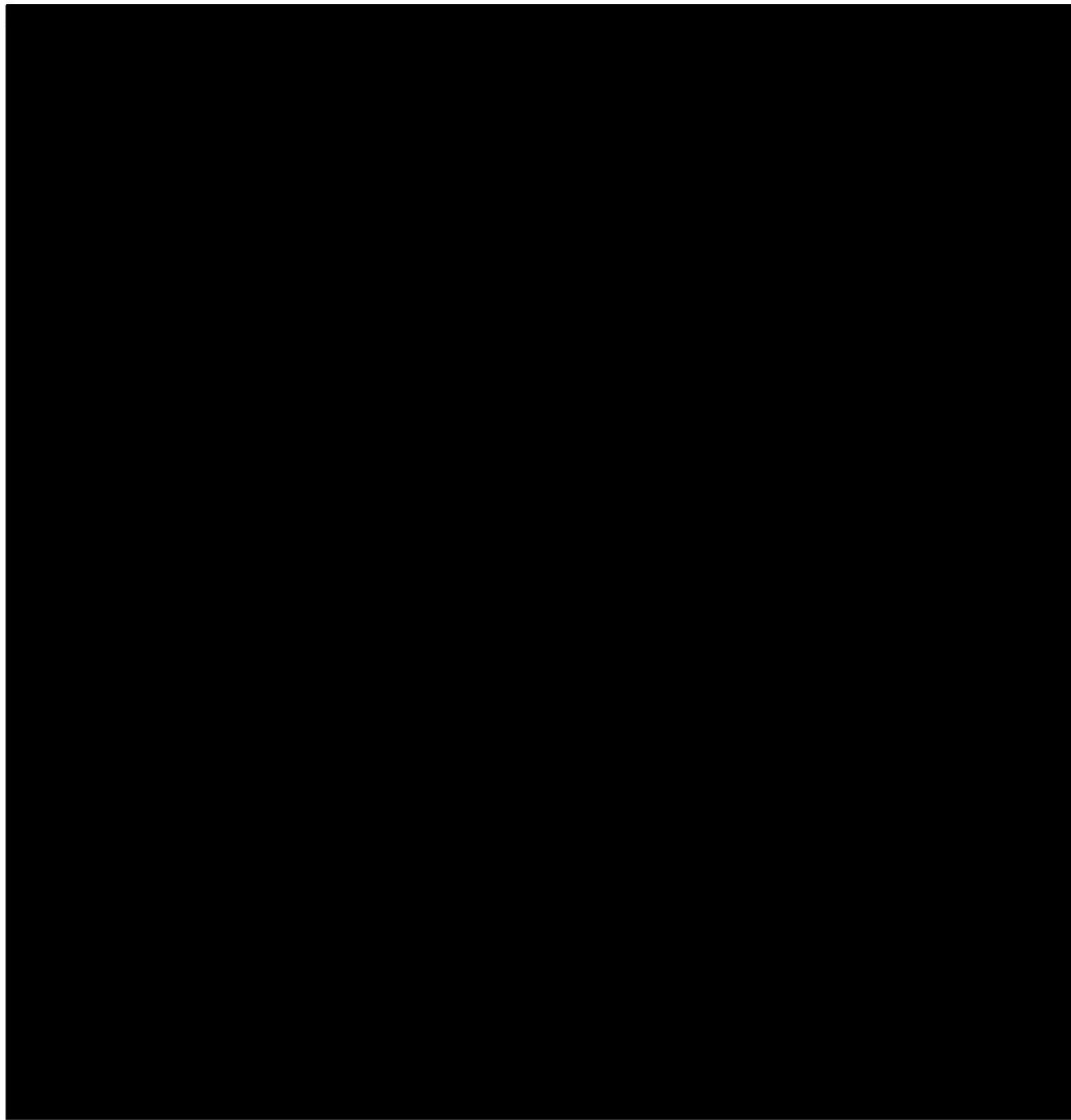
1.1.2 Paragraph 1.2 – Discharged

1.2 Schedule 1 - Restoration Scheme

1.2.1 Paragraph 2.8 - Discharged

1.2.3 Paragraph 5.1 - Escrow account has been opened

1.2.4 Paragraph 5.2 - Initial deposit of £400,000 relating to commencement of 16/00656/FUL has been received.



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