

DATED 12th May 2026
2025

TENDRING DISTRICT COUNCIL

and

ESSEX COUNTY COUNCIL

and

TAYLOR WIMPEY UK LIMITED

and

SAGE RENTED LIMITED

and

SITUS ASSET MANAGEMENT LIMITED

**Second Deed of Variation Pursuant to Section 106A of the
Town and Country Planning Act 1990
relating to the north of Cockaynes Lane, Alresford, Essex (Reference
24/01230/DOV05)**

THIS DEED OF VARIATION is made the 12th day of May 2025 2024

BETWEEN:-

- 1 **TENDRING DISTRICT COUNCIL OF** Town Hall, Station Road, Clacton on Sea Essex CO15 1SE (the "**COUNCIL**")
 - 2 **ESSEX COUNTY COUNCIL OF** County Hall Market Road Chelmsford Essex CM1 1LX (the "**COUNTY COUNCIL**")
 - 3 **TAYLOR WIMPEY UK LIMITED** (Company Registration No: 01392762) of Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR (the "**FIRST OWNER**")
 - 4 **SAGE RENTED LIMITED** (Company Registration No: 11217855) of 5th Floor Orion House, 5 Upper St Martins Lane, London, WC2H 9EA (the "**SECOND OWNER**")
 - 5 **SITUS ASSET MANAGEMENT LIMITED** (Company Registration No: 06738409) of 10th Floor, 25 North Colonnade, London, England, E14 5HZ (the "**MORTGAGEE**")
- together "**the Parties**".

INTRODUCTION

- A. The Council and the County Council are the local planning authorities for the Site for the purposes of the Town and Country Planning Act 1990 (the "Act") and by whom the obligations in the Principal Agreement as varied by this Deed are enforceable.
- B. The County Council is the local authority for statutory age education and below statutory age education for the area in which the Site is located.
- C. On 16 September 2019 the Council granted the "Original Planning Permission" for the Development of the Site subject to conditions and the "S106 Agreement".
- D. On 16 September 2020 the Council the County Council and the First Owner entered into the First Deed of Variation to vary the S106 Agreement
- E. On 5 August 2021 the Council granted the "Section 73 Permission" which is bound by the terms of the Principal Agreement.
- F. On 29 November 2024 the Council and the County Council and the First Owner and Alresford Parish Council entered into the Second Deed of Variation to vary the S106 Agreement as varied by the First Deed of Variation (the varied agreement is referred

to in this Deed as the "Principal Agreement").

- G. The First Owner is the freehold owner of the parts of the Site with freehold title absolute registered under title number EX961636.
- H. The Second Owner is the freehold owner of the parts of the Site registered at the Land Registry under title numbers AA37165 and AA37166 being the eight (8) Affordable Housing Dwellings transferred to the Second Owner as the Approved Body under Schedule 2 of the Principal Agreement and which are shown on the Affordable Housing Plan.
- I. The Mortgagee has the benefit of a charge dated 26 September 2023 registered against title number AA37165 (entry numbers (6) and (7) on the charges register) and title number AA37166 (entry numbers (6) and (7) on the charges register)(the **Charged Land**)
- J. The Council is the freehold owner of the parts of the Site registered at the Land Registry under title number AA42932 being the three (3) Affordable Housing Dwellings transferred to the Council under Schedule 2 of the Principal Agreement and which are shown on the Affordable Housing Plan.
- K. Part of the Site namely the Market Dwellings has been transferred to individual owners and occupiers out of title number EX961636 but they are not required to be a party to this Deed as they are not bound by the covenants to be varied by this Deed.
- L. At the request of the First Owner and the Second Owner the Council and the County Council have agreed to enter into this Deed to vary the terms of the Principal Agreement as set out herein as they relate to the Affordable Housing covenants.
- M. For the avoidance of doubt all of the Affordable Housing covenants in Schedule 2 of the Principal Agreement have been discharged.

NOW THIS DEED WITNESSES as follows:-

1 DEFINITIONS

For the purposes of this Deed, except where otherwise specified or where the context otherwise requires all the definitions and interpretations in the Principal Agreement shall apply as if the same were set out herein.

The following expressions shall have the following meanings, unless the context requires otherwise:-

"First Deed of Variation"	means a Deed of Variation to the S106 Agreement dated 16 September 2020 and made between (1) Tendring District Council, (2) Essex County Council and (3) Taylor Wimpey UK Limited;
"Original Planning Permission"	means the planning permission granted by the Council for the Development of the Site on 16 September 2019 (reference 18/00367/FUL) for the erection of 84 dwellings, including the provision of affordable homes together with means of access, parking, garaging, associated landscaping and public open space provision;
"Principal Agreement"	means the S106 Agreement as varied by the First Deed of Variation and the Second Deed of Variation;
"Owner"	means the First Owner and Second Owner together;

“Second Deed of Variation”

means a Deed of Variation to the S106 Agreement dated 29 November 2024 (as varied by the First Deed of Variation) and made between (1) Tendring District Council, (2) Taylor Wimpey UK Limited (3) Alresford Parish Council and (4) Essex County Council.

“S106 Agreement”

means the Section 106 Agreement dated 11 September 2019 and made between (1) Tendring District Council, (2) Essex County Council and (3) Taylor Wimpey UK Limited in respect of the Original Planning Permission;

“Section 73 Permission”

means the planning permission granted by the Council with reference 21/01051/FUL for the Variation of condition 3 (External Finishing Materials) of Planning Permission ref: 18/00367/FUL to omit approved external materials laid out in the site layout drawing no. TW013-PL-07 Rev E, and add external materials laid out in the site layout drawing no. TW013-PL-07 Rev F;

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital, such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital 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 includes companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person obliged to observe or perform an obligation,

the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.

2.5 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.

2.6 References to any party in this Deed shall include the successors in title to that party and to any deriving title through or under that party, and references to any local authority shall include the successors to its various statutory functions.

2.7 The headings and contents list are for reference only and shall not affect construction.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106A of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling provisions.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed and which vary the Principal Agreement create planning obligations pursuant to Section 106A of the 1990 Act which bind the Site and are enforceable by the Council against the Owner.

3.3 This Deed is supplemental to the Principal Agreement which shall continue in full force and effect save as varied by this Deed.

3.4 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

4 MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into with its consent and that the Charged Land shall be bound by the obligations contained in this Deed and that the security of the mortgages over the Charged Land shall take effect subject to the Principal Agreement as varied by this Deed PROVIDED THAT the Mortgagee (and any future mortgagee or chargee) shall otherwise have no liability under this Deed or the Principal Agreement unless any breach of the obligations under this Deed are committed or continuing at a time when the Mortgagee is in possession

of the Charged Land, in which event the Mortgagee shall be bound by the obligations as if it were a person deriving title from the Second Owner in accordance with the terms of this Deed.

5 VARIATIONS TO THE PRINCIPAL AGREEMENT

The Council, the County Council, the First Owner, and the Second Owner hereby agree that the Principal Agreement shall be varied according to Schedule 1 of this Deed as if the amended or new wording had been incorporated within the Principal Agreement as originally executed.

6 THE OWNER'S COVENANTS

6.1 The Owner covenants with the Council to observe and perform the obligations on the Owner contained in the Principal Agreement as varied by Schedule 1 of this Deed

6.2 The Owner shall on completion of this Deed pay the reasonable legal costs of the Council and the County Council in connection with the negotiation and completion of this Deed

7 MISCELLANEOUS

7.1 This Deed shall be registered as a local land charge by the Council against the Site.

7.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall at the request of the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

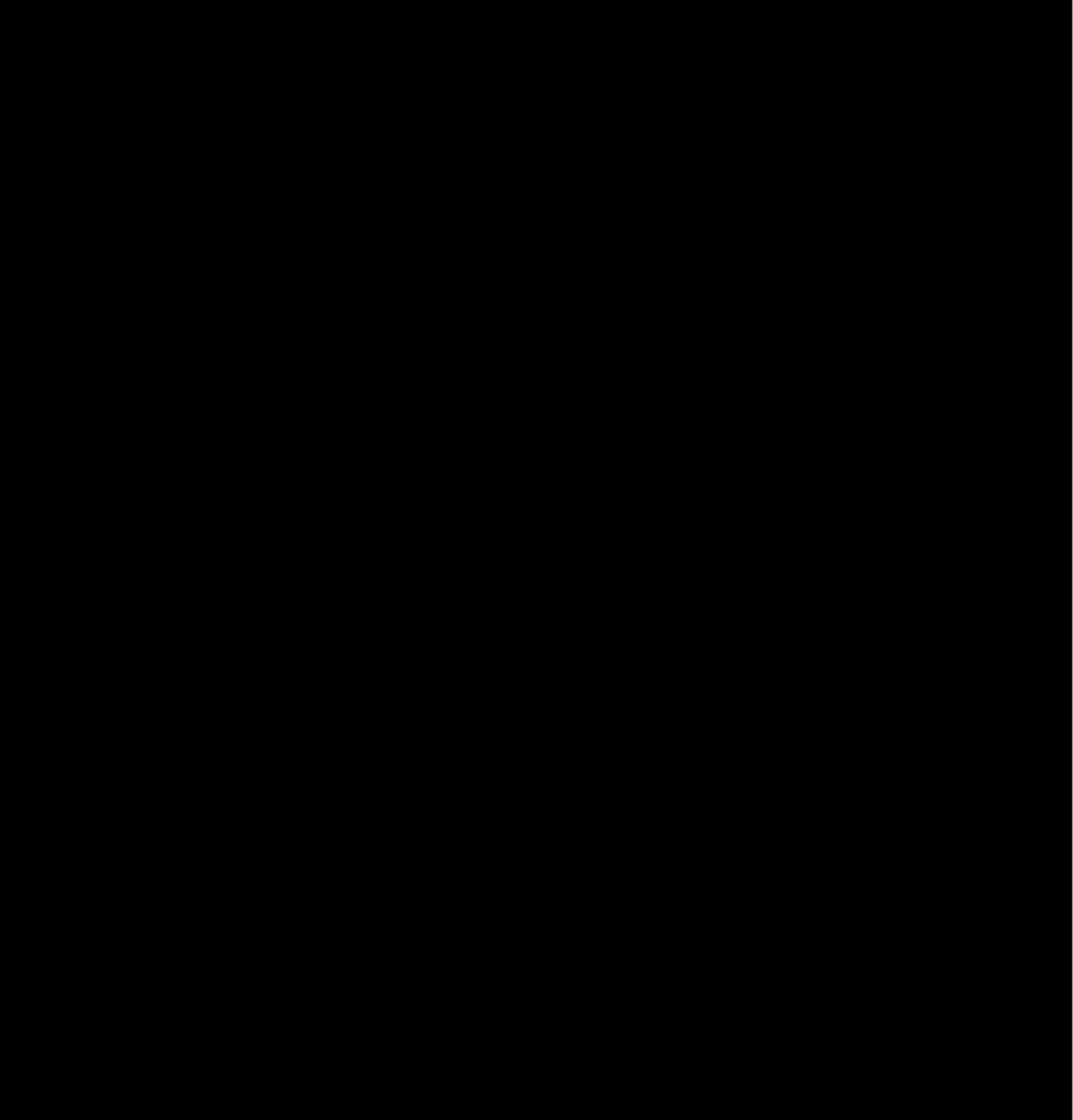
7.5 The Parties to this Deed hereby agree that to the extent that planning obligations have been complied with or discharged under the Principal Agreement those obligations are considered to be discharged in relation to this Deed.

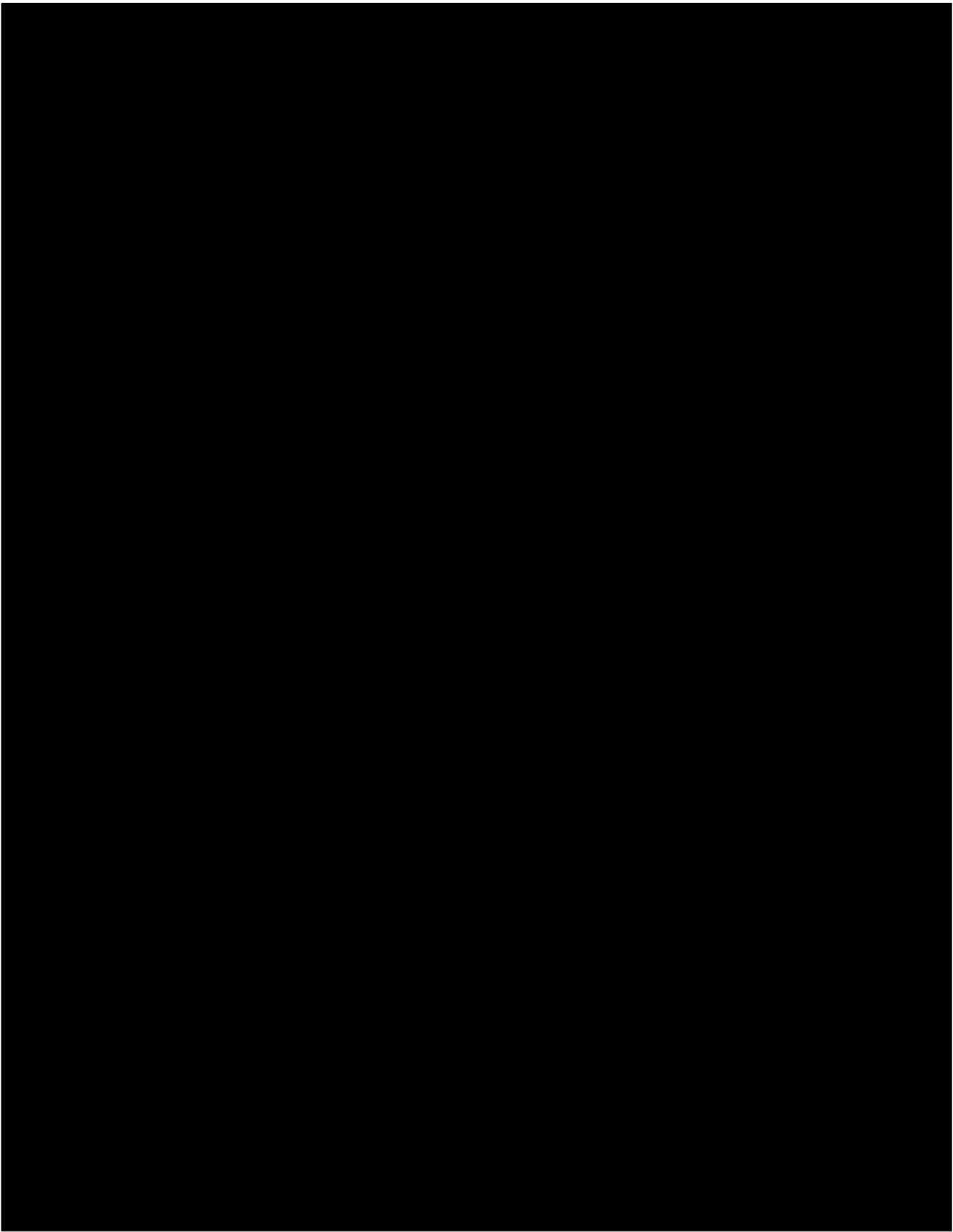
8 JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

9 DELIVERY

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





SCHEDULE 1

VARIATIONS TO THE PRINCIPAL AGREEMENT

The Parties hereby agree that the following variations shall be made to the Principal Agreement:

- 1) Clause 2.6 of the Principal Agreement shall be amended by changing the reference to paragraph 8 of Part One of Schedule 2 to a reference to paragraph 5 of Part One of Schedule 2.

- 2) Paragraph 5.1.3 of Part I, Schedule 2 shall be deleted and replaced with the following:

"a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

(1) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings; and

(2) shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

(3) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely"