Dated 18th June **2025**

(1) South Holland District Council

and

(2) Lara Amber Jeffery and Blake Reilly

and

(3) Nationwide Building Society

DEED OF VARIATION
Sections 106 and 106A of the Town and Country Planning Act 1990

Relating to 24 Hardwick Close, Crowland
(being part of land at the former South View Primary School, Albion Street, Crowland)

THIS DEED IS SIGNED IN COUNTERPARTS

South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE

SHDC Reference: LD/H02-0084-25

Date 18th June 2025

BETWEEN

(1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council");

(2) **LARA AMBER JEFFERY** and **BLAKE DOUGLAS REILLY** both of 24 Hardwick Close, Crowland, Peterborough, PE6 0EP ("the Owners"); and

(3) **NATIONWIDE BUILDING SOCIETY** (Company Registration No. OC313878) of Nationwide House, Pipers Way, Swindon, SN38 1NW. ("the Mortgagee")

BACKGROUND

(A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated.

(B) Further to completion of a transfer dated 18th June 2025 and made between (1) Arran Kersley and Luan Michelle Wanless and (2) the Owners, the Owners are entitled to be registered as the legal freehold owner of the Land and an application is to made to HM Land Registry to enable such registration to take place including a charge to be registered in favour of the Mortgagee.

(C) On 30 June 2020 the Council and Churchfield Developments Ltd entered into the Original Agreement.

(D) On 3 March 2022 the Council and Churchfield Developments Ltd entered into the First Deed of Variation that varied the affordable housing triggers in the Original Agreement

(E) Arran Kersley and Luan Michelle Wanless have submitted to the Council the Section 106A Modification Application to amend the obligations to reduce the timescale in paragraph 1.15 of Schedule 3 of the Original Agreement.

(F) Without prejudice to the terms of the other covenants contained in the Original Agreement the parties have agreed to vary the terms of the Original Agreement as set out in this Deed.

(G) The parties have agreed to enter into this Deed to give its consent to the terms of this Deed.

(H) This Deed is made under Sections 106 and 106A of the Act and is supplemental to the Original Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

"First Deed of Variation"	means the agreement made under sections 106 and 106A of the Act relating to land at the former South View Primary School, Albion Street, Crowland dated 3 March 2022 and made between (1) the Council and (2) Churchfield Developments Ltd
"Original Agreement"	means the agreement made under section 106 of the Act relating to land at the former South View Primary School, Albion Street, Crowland dated 30 June 2020 and made between (1) the Council and (2) Churchfield Developments Ltd
"Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the Council and accepted on 6 February 2025 to amend the timescales in paragraph 1.15 of Schedule 3 of the Original Agreement and allocated reference number H02-0084-25

2. CONSTRUCTION OF THIS DEED

2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.

2.2 References to the Original Agreement shall be read as the Original Agreement as varied by the First Deed of Variation.

2.3 Unless the context otherwise requires and save as herein varied all words and phrases defined in the Original Agreement shall have the same meaning in this deed.

2.4 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.

2.5 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.6 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.

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.

2.8 References 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 to the Land or any part thereof and in the case of the Council, successors to its functions.

3. LEGAL BASIS

3.1 This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the covenants and obligations shall run with the Land.

4. VARIATIONS TO THE ORIGINAL AGREEMENT

4.1 The Following definitions shall be added to the Original Agreement

"First Deed of Variation"	means the agreement made under sections 106 and 106A of the Act relating to land at the former South View Primary School, Albion Street, Crowland dated 3 March 2022 and made between (1) the

	Council and (2) Churchfield Developments Ltd
"Original Agreement"	means the agreement made under section 106 of the Act relating to land at the former South View Primary School, Albion Street, Crowland dated 30 June 2020 and made between (1) the Council and (2) Churchfield Developments Ltd
"Section 106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the Council and accepted on 6 February 2025 to amend the timescales in paragraph 1.15 of Schedule 3 of the Original Agreement and allocated reference number H02-0084-25

4.2 The definition of "Eligible Purchaser" in Clause 1.1 in the Original Agreement shall be deleted and replaced with the following:

"Eligible Purchaser"	means a purchaser of a Discounted Market Sale Dwelling as approved in writing by the Council following consideration of the Assessment Information within 10 working days of receipt of such information (such approval not to be unreasonably withheld or delayed) OR any other purchaser of the Discounted Market Sale Dwelling in the circumstances expressed in clause 1.10 of Schedule 3

4.3 Paragraph 1.10 of Schedule 3 in the Original Agreement shall be deleted and

replaced with the following:

"1.10 The Discounted Market Sale Dwelling shall be sold to an Eligible Purchaser ***PROVIDED ALWAYS*** *(and notwithstanding required compliance with the other provisions of this Schedule) where no contract has been formed for a sale to an Eligible Purchaser within the period of 6 months from the date of the initial marketing the Discounted Market Sale Dwelling may be sold to any other buyer upon prior written notification to the Council by the Owners solicitor or RICS qualified surveyor.*

4.4 Paragraph 1.15 of Schedule 3 in the Original Agreement shall be deleted and replaced with the following:

"1.15 Where after a period of 6-months of the Discounted Market Sale Dwelling being advertised through the Marketing Scheme the owner of the Discounted Market Sale Dwelling has been unable to sell the Discounted Market Sale Dwelling to an Eligible Purchaser or proceed to an exchange of contracts to an Eligible Purchaser and the owner has supplied to the Council such evidence as may reasonably be requested of them and the Council is satisfied (acting reasonably) that the owner is unable to sell to an Eligible Purchaser then the owner shall at the Council's discretion (such approval not to be unreasonably withheld or delayed) pay to the Council the Discounted Value and upon the Council providing written confirmation that such Discounted Value has been received that Discounted Market Sale Dwelling shall be discharged from the terms of this Deed and the owner shall be free to sell that Discounted Market Sale Dwelling on the open market to an individual purchaser and the Council shall remove reference to this Deed in the local land charges register in relation to that Dwelling."

4.5 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

5. THE OWNERS' COVENANTS

5.1 The Owners covenant to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.

6. MORTGAGEE'S CONSENT

6.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owners with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

7. LOCAL LAND CHARGE

7.1 This Deed shall be registerable as a local land charge by the Council.

8. COUNCIL'S COSTS

8.1 The Owners shall pay to the Council on or before the date of this Deed the Council's reasonable legal costs of £625 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed.

9. VAT

9.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner and not the Council.

10. THIRD PARTY RIGHTS

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

11. JURISDICTION

11.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales.

12. COUNTERPARTS

12.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicated original, but all counterparts together shall constitute the one agreement.

13. EXECUTION AND DELIVERY

13.1 This Deed is executed as a deed by the parties and is delivered on the date first hereinbefore written.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL** was hereunto affixed in the presence of:-





Authorised Signatory

SIGNED as a **DEED** by
LARA AMBER JEFFERY
in the presence of:

Name of Witness
Signature of witness
Address
Occupation

SIGNED as a **DEED** by
BLAKE DOUGLAS REILLY
in the presence of:

Name of Witness
Signature of witness
Address
Occupation

EXECUTED as a **DEED** by
NATIONWIDE BUILDING SOCIETY
by affixing the Common Seal
by Order of the Board of Directors
in the presence of:

Authorised Officer