

_planningadvice

From: Polly Harris-Gorf
Sent: 24 June 2019 13:01
To: _planningadvice
Subject: FW: H03-0603-19 Caultons Field Littleworth Drove
Attachments: We sent you safe versions of your files; 20190614 - Completed DOV - Caultons Field.pdf

[3106 – \(Deed of Variation\)](#)

DATED 14TH June 2019

JELSON LIMITED (1)

and

SOUTH HOLLAND DISTRICT COUNCIL (2)

DEED OF VARIATION

**under Section 106 and 106A of the Town and Country Planning Act 1990
in respect of residential development at Caulton's Field, Littleworth Drove, Deeping St
Nicholas, Spalding, Lincolnshire**



**3 The Osiers Business Centre
Leicester
LE19 1DX**

Tel: 0116 247 3500

Ref: SZH/229369.1

THIS DEED OF VARIATION is made the 14th day of June 2019

BETWEEN

1. **JELSON LIMITED** (Company Registration Number 00571641) whose registered office is situate at 370 Loughborough Road, Leicester, LE4 5PR ("the Owner")
2. **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council")

WHEREAS

- A) Outline Planning Permission was granted by the Council in respect of the Land on 23rd November 2016 under reference H03-0331-16 ("the Planning Permission").
- B) An Agreement dated 23rd November 2016 was entered into under Section 106 of the Act by the Council (1) Darby William Dennis, Catherine Dennis, Hugh Murray Charles Coghill and Patrick William Maule Ramsey the then owners of the Land (2) and Lloyds Bank PLC (3) the then mortgagee ("the Principal Agreement").
- C) The Owner has since the grant of the Planning Permission purchased the whole of the Land from the previous owners (title number LL301932) and is the Owner for the purposes of the Principal Agreement.
- D) The Council is the local planning authority for the purpose of the Act for the area in which the Land is situated.
- E) The Owner and the Council have agreed to vary the terms of the Affordable Housing contained in the Principal Agreement in the manner set out in this Deed.

INTERPRETATION

1. In this Deed unless the context otherwise requires the expressions contained herein shall have the same meaning as that ascribed to them in the Principal Agreement.

CONTINUING OBLIGATIONS

2. This Deed is made under the provisions of Section 106 and 106A of the Act and shall be deemed to be a planning obligation for the purposes of the said Section 106 and 106A and the obligations herein shall be enforceable by the Council as local planning authority.
3. The Owner covenants with effect from the date hereof that the obligations and covenants in the Principal Agreement as varied by the Deed of Variation and by the variations contained in Schedule 1 of this Deed shall (save to the extent that they have already been satisfied) continue to bind the Land and any development carried out on the Land from the date hereof **SAVE THAT** this Deed shall not impose any additional requirements in respect of the Planning Permission.
4. The covenants and obligations given by the Owner herein shall bind the Owner's interests in the Land and any successor in title thereto save that the Owner shall not be liable for the breach of any covenant or obligation after they have parted with its interest in the Land save and unless such breach occurred prior to the disposal of such interest.
5. The covenants and obligations contained in the Principal Agreement shall remain in full force and effect.

LOCAL LAND CHARGES

6. This Deed is a local land charge and shall be registered as such by the Council.

THIRD PARTY RIGHTS

7. A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed nor any term of the Principal Agreement.

LEGAL COSTS

8. On completion of this Deed, the Owner shall pay to the Council their reasonable legal costs together with all disbursements that have been incurred in the negotiation and completion of this Deed.

JURISDICTION

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

SCHEDULE 1

1. Variations to the Principal Agreement:

1.1 The following definitions in Clause 1 shall be amended as follows:

"Affordable Dwellings"	means those Dwellings within the Development comprising Affordable Housing being a minimum of 25% of the total number of Dwellings to be provided as part of the Development
"Affordable Housing"	means affordable housing as described in Annex 2 of the National Planning Policy Framework dated February 2019 or any Planning Policy Statement, Guidance Notes or Circulars which may amend, supplement or superseded it and for the avoidance of doubt may include Starter Homes
"Affordable Housing Scheme"	means the scheme detailed in drawing number DEE01.101 Rev D detailing the tenure, mix, size and location of the Affordable Housing in accordance with Schedule 3 of this Agreement for the provision of 25% of the Dwellings as Affordable Dwellings on the Land to meet local housing needs

Executed as a Deed by the parties hereto the day and year first before written

SIGNED as a **DEED** on behalf of)
JELSON LIMITED by)

Director

P. Thelby

Director/Secretary

J. [Signature]

THE COMMON SEAL of **SOUTH HOLLAND**)
DISTRICT COUNCIL was)
hereunto affixed in the presence of:)

S.R. Wolsteholme - Sa

Authorised Signatory

