

Dated

2026

(1) South Holland District Council

and

(2) Emerald Homes Group Limited

DEED OF VARIATION

Sections 106 and 106A of the Town and Country Planning Act 1990

**Relating to land on the north-west side of Mill Lane,
Gosberton, Spalding
(known as adjacent to Silverdene, Boston Road)**

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

SHDC Reference: LD/H08-0023-26 & H08-0037-26

Date

2026

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE (“the Council”); and
- (2) **EMERALD HOMES GROUP LIMITED** (Company Registration No. 11885020) of South Lincs Plant Hire & Sales, Enterprise Way, Pinchbeck, Spalding, PE11 3YR (“the Owner”)

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) The Owner is the freehold owner of the Land registered at HM Land Registry under Title Number LL360732
- (C) On 4 May 2023 the Council and RTW Construction and Developments Limited entered into the Original Agreement.
- (D) On 13 March 2025 RTW Construction and Developments Limited changed its name to Emerald Homes Group Limited.
- (E) On 15 January 2026 the Council accepted the application for planning permission for part of the Land under reference H08-0023-26 for four (4) Dwellings on the Land covered by the obligations contained in the Original Agreement.
- (F) On 20 January 2026 the Council accepted the modified agreement application for the Land under reference H08-0037-26 to amend the tenure of the Affordable Dwellings
- (G) 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.
- (H) The parties have agreed to enter into this Deed to give its consent to the terms of this Deed.
- (I) This agreement 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:

"Original Agreement"	means the agreement made under section 106 of the Act relating to land on the north-west side of Mill Lane, Gosberton, Spalding (adjacent to Silverdene, Boston Road) dated 4 May 2023 and made between (1) the Council and (2) RTW Constructions and Developments Limited
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2. CONSTRUCTION OF THIS DEED

- 2.1 Clause headings are for reference only and shall not affect the interpretation of this Deed.
- 2.2 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.
- 2.3 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.
- 2.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.5 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
- 2.6 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.

- 2.7 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

"Original Agreement"	means the agreement made under section 106 of the Act relating to land on the north-west side of Mill Lane, Gosberton, Spalding (adjacent to Silverdene, Boston Road) dated 4 May 2023 and made between (1) the Council and (2) RTW Constructions and Developments Limited
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- 4.2 The following definitions shall be deleted from Clause 1.1 of the Original Agreement as follows:

- 4.2.1 Affordable Housing Contribution
- 4.2.2 Affordable Housing Provider
- 4.2.3 Affordable Rent Dwelling
- 4.2.4 Chargee
- 4.2.5 Eligible Household
- 4.2.6 the Nomination Agreement
- 4.2.7 Protected Person
- 4.2.8 Rented Dwellings
- 4.2.9 Social Rented Dwellings

- 4.3 The definition of “Affordable Housing Scheme” in Clause 1.1 of the Original Agreement shall be deleted in its entirety and replaced with:

“Affordable Housing Scheme”	means the scheme submitted to and approved in writing by the Council detailing the tenure, mix, size and location of the Affordable Housing to be provided as part of the Development and consisting of five (5) First Homes comprising 2 x one-bedroom houses (being plots 10 and 11) and 3 x two-bedroom houses (being plots 12, 13 and 14) as shown on the Affordable Housing Plan, unless such other alternative mix, percentage(s) and/or plot(s) is agreed with the Council acting reasonably (and such consent not to be unreasonably withheld or delayed)
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- 4.4 The definition of “Application” in Clause 1.1 of the Original Agreement shall be deleted in its entirety and replaced with:

“Application”	means the applications for planning permission for the Development and allocated reference numbers H08-0870-22 and H08-0023-26
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- 4.5 The definition of “Development” in Clause 1.1 of the Original Agreement shall be deleted in its entirety and replaced with:

“Development”	means the residential development for 23 Dwellings pursuant to the Planning Permission
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- 4.6 A new definition of “Additional Health Care Facilities Contribution” shall be inserted into Clause 1.1 to the Original Agreement as follows:

“Additional Health Care Facilities Contribution”	means a contribution of two thousand, seven hundred and forty four pounds and twenty eight pence (£2,744.28) which shall be used to contribute to the expansion in capacity through remodelling/changes to layout or extension to facilities within the South Lincolnshire Rural and Bost Primary Care Networks at Gosberton Medical Centre, Kirton Medical Centre and/or Swineshead Medical Group or alternatively the contribution may, where appropriate, be used to support the expansion in capacity at an alternative general practice site as required to meet the local population health need.
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- 4.7 Clause 9.8.1 in the Original Agreement shall be amended by the deletion of the following words:

“(other than Affordable Dwellings in respect of the obligations contained in paragraph 1 of Schedule 3)”

- 4.8 Clause 9.9 in the Original Agreement shall be deleted in its entirety and replaced with “Not Used”.
- 4.9 Paragraphs 1.1 to 1.11 of Schedule 3 relating to Affordable Housing in the Original Agreement shall be deleted in their entirety and replaced with “Not Used”.

- 4.10 A new paragraph 4 shall be inserted into the Original Agreement at Schedule 3 as follows:

“4. ADDITIONAL HEALTHCARE FACILITIES CONTRIBUTION

- 4.1 *Not to Occupy of permit the Occupation of more than 50% of the Dwellings unless and until the Additional Healthcare Facilities Contribution has been paid to the Council in full.”*

- 4.11 A new paragraph 5 shall be inserted into the Original Agreement at Schedule 5 as follows:

“5. ADDITIONAL HEALTHCARE FACILITIES CONTRIBUTION

- 5.1 *To notify the Health Care Provider within 10 working days of receipt of the Additional Healthcare Facilities Contribution that the Council is in receipt of the Additional Healthcare Facilities Contribution.*

- 5.2 *To pay the Additional Healthcare Facilities Contribution to the Health Care Provider upon receipt of a document from the Health Care Provider that they will:*

- 5.2.1 *apply the Additional Healthcare Facilities Contribution for the purposes of the expansion in capacity through remodelling/changes to layout or extension to facilities within the South Lincolnshire Rural and Bost Primary Care Networks at Gosberton Medical Centre, Kirton Medical Centre and/or Swineshead Medical Group or alternatively the contribution may, where appropriate, be used to support the expansion in capacity at an alternative general practice site as required to meet the local population health need the need of which arises from the Development and for no other purposes whatsoever; and*

- 5.2.2 *return any unspent part of the Additional Healthcare Facilities Contribution to the Council after the expiry of 10 years from the date of receipt of the Additional Healthcare Facilities Contribution.*

- 5.4 *To pay to the Owner any unspent monies received by them pursuant*

to paragraph 5.2.2 within 28 days of receipt from the Health Care Provider or if such sum is not then paid to the Health Care Provider then to repay to the Owner within 10 years of receipt by the Council of the Additional Healthcare Facilities Contribution.”

- 4.12 The draft decision notice for the Application H08-0023-26 annexed to this Deed at Schedule 1 shall be added as Schedule 2A of the Original Agreement
- 4.13 Anex A in the Original Agreement shall be deleted in its entirety and replaced with “Not Used”
- 4.14 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. LOCAL LAND CHARGE

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

7. COUNCIL’S COSTS

- 7.1 The Owners shall pay to the Council on or before the date of this Deed:
 - (a) the Council’s reasonable legal costs of £705 together with all disbursements (if any) incurred in connection with the preparation, completion and registration of this Deed; and
 - (b) the sum of £462 as a contribution towards the Council’s costs in monitoring the implementation of this Deed.

8. VAT

- 8.1 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.

9. THIRD PARTY RIGHTS

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

10. JURISDICTION

- 10.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales

11. EXECUTION AND DELIVERY

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

EXECUTED as a **DEED** by
EMERALD HOMES GROUP
LIMITED acting by a Director and
its Secretary or two Directors

Signature of Director

Signature of Secretary/Director

SCHEDULE 1
DRAFT DECISION NOTICE FOR H08-0023-26