DATED 8 APRIL **2021**

JELSON HOMES LIMITED (1)

and

SOUTH HOLLAND DISTRICT COUNCIL (2)

and

LINCOLNSHIRE COUNTY COUNCIL (3)

SECOND SUPPLEMENTAL DEED
under Section 106 and 106A of the Town and Country Planning Act 1990
in respect of residential development on land at Northons Lane Holbeach, Spalding

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3 The Osiers Business Centre
Leicester
LE19 1DX

Tel: 0116 247 3500

Ref: SZH/229369.15

THIS SUPPLEMENTAL AGREEMENT is made the 8th day of APRIL 2021

BETWEEN

1. **JELSON HOMES LIMITED** (Company Registration Number 00854377) whose registered office is situate at 370 Loughborough Road, Leicester, Leicestershire, LE4 5PR ("the Owner")

2. **SOUTH HOLLAND DISTRICT COUNCIL** of the Council Offices, Priory Road, Spalding, Lincolnshire, PE11 2XE ("the District Council")

3. **LINCOLNSHIRE COUNTY COUNCIL** of the County Offices, Newland, Lincoln, Lincolnshire, LN1 1YL ("the County Council")

WHEREAS

a) The District Council is the local planning authority for the purposes of Section 106 of the Act for the area in which the Site is situated

b) An Agreement dated 8th November 2016 was entered into under Section 106 of the Act by the District Council (1) the County Council (2) and Castlegate 348 Limited (the previous owner of the Site) (3) ("the Principal Agreement")

c) The Owner has since the grant of planning permission under reference H09-0844-14 ("the Planning Permission") purchased the whole of the Site from the previous owner and is now the registered proprietor registered at the Land Registry under title numbers LL124431 and LL369735 and is the Owner for the purposes of the Principal Agreement

d) A Deed of Variation dated 18th September 2019 was entered into under Section 106 of the Act by the Owner (1) the District Council (2) and the County Council (3) ("the Deed of Variation") to secure the onsite provision of affordable housing pursuant to the Planning Permission

e) The Owner has submitted to the District Council a section 73A application to substitute house types, a revised landscaping scheme; revised refuse collection arrangements; and the erection of a 2.4m high boundary fencing on eastern boundary this application has been attributed the reference H09-0588-20 by the District Council and should planning permission be granted pursuant to this section 73A application it will result in a new planning permission ("the s73A Permission") and it is the parties' intention that

the s73A Permission will also be regulated by the Principal Agreement. The District Council is minded to grant the s73A Permission for the Development subject to the Owner entering into this Supplemental Deed to ensure that all development carried out by the s73A Permission is bound by and subject to the provisions of the Principal Agreement as amended by the Deed of Variation

2 INTERPRETATION

2.1 The definitions in the Principal Agreement shall apply to this Supplemental Deed unless stated to the contrary

2.2 Where the context so admits:-

2.2.1 the masculine feminine and neuter genders include each of the other genders and the singular includes the plural and vice versa;

2.2.2 covenants, restrictions, obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally;

2.2.3 reference to the Owner in this Supplemental Deed shall include its successors in title and assigns and all persons deriving title under them except where expressly provided otherwise;

2.2.4 a covenant, restriction or obligation by any party to this Supplemental Deed not to do something shall be construed as including a covenant, restriction or obligation not to permit or knowingly suffer it to be done by a third party;

2.2.5 reference to any statutory or other body shall include reference to its successors in function;

2.2.6 reference to a clause or schedule is a reference to a clause or schedule contained in this Supplemental Deed;

2.2.7 reference to statutes, acts, orders, directions, regulations and statutory instruments includes (where appropriate) reference to their amendments and replacements.

3 OPERATIVE CLAUSES

3.1 This Supplemental Deed is supplemental to the Principal Agreement as amended by the Deed of Variation and is made as a deed pursuant to section 106 and section

106A of the Act and the covenants restrictions and obligations contained mentioned or referred to in this Supplemental Deed or agreed or completed pursuant to it are planning obligations for the purposes of that section.

3.2 In so far as any of the covenants, restrictions and obligations contained in this Supplemental Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in sections 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the parties hereto to enter into this Supplemental Deed and in consideration of the covenants, restrictions and obligations hereinafter contained.

3.3 No person shall be liable for any breach of the covenants, restrictions or obligations contained or referred to in this Supplemental Deed occurring after they have parted with all of their interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to their liability for any subsisting breach prior to parting with such interest.

3.4 This Supplemental Deed shall be registered as a Local Land Charge by the District Council.

3.5 Nothing in this Supplemental Deed shall be construed or implied so as to prejudice or affect the rights discretions powers duties and obligation of the District Council under all statutes bylaws statutory instruments orders and regulations or any exercise of their functions as a local authority.

3.6 No terms of this Supplemental Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but does not affect any right or remedy of a third party which exists or is available apart from under the Act.

3.7 This Supplemental 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 laws of England.

4 CONTINUING OBLIGATIONS

4.1 The Owner District Council and County Council covenant that the obligations and covenants in the Principal Agreement as amended by the Deed of Variation shall (save to the extent that they have already been satisfied) continue to bind the Site and continue to bind any development carried out on the Site whether in accordance

with the Planning Permission or the s73A Permission from the date hereof SAVE THAT this Supplemental Deed shall not impose any additional requirements in respect of the Planning Permission

4.2 The covenants and obligations given by the Owner herein shall bind the Owner's interests in the Site and any successor in title thereto save that the Owner shall not be liable for any breach of any covenants or obligation after it has parted with its interest in the Site save and unless such breach occurred prior to the disposal of such interest

5 DETERMINATION OF DEED

5.1 This Supplemental Deed shall be determined and have no further effect if the s73A Permission:

5.1.1 Expires before Commencement of Development pursuant to the s73A Permission

5.1.2 Is varied or revoked other than at the request of the Owner; or

5.1.3 Is quashed following a legal challenge

6 LEGAL COSTS

6.1 On completion of this Supplemental Deed, the Owner shall pay to:

6.1.1 the District Council their reasonable legal costs together with any disbursements that have been incurred in the negotiation and completion of this Supplemental Deed; and

6.1.2 the County Council their reasonable legal costs together with any disbursements that have been incurred in the negotiation and completion of this Supplemental

IN WITNESS WHEREOF these presents have been duly executed as a deed by the parties hereto the day and year first before written

THE COMMON SEAL OF

SOUTH HOLLAND DISTRICT COUNCIL

was affixed in the presence of



Authorised Signatory

EXECUTED as a Deed by

JELSON HOMES LIMITED

acting by two Directors or a Director and a Secretary

Director

Director/Secretary

THE COMMON SEAL of

LINCOLNSHIRE COUNTY COUNCIL

Was affixed in the presence of:

Authorised signatory

File Ref
6034988