



**DATED**

*21st October*

**2015**

- (1) BRAINTREE DISTRICT COUNCIL
- (2) SUFFOLK HOUSING SOCIETY LIMITED
- (3) THE TRUSTEES OF THE JOHN NOTT CHARITY

**Deed of Variation**

relating to an Agreement entered into pursuant to section 106 of the Town and Country Planning Act 1990 dated 10<sup>th</sup> December 2007 in respect of land at Water Lane, Pebmarsh, Essex

Braintree District Council  
Causeway House  
Braintree  
Essex  
CM7 9HB

**THIS DEED OF VARIATION** is made on the 21st October 2015

**BETWEEN**

- (1) **BRAINTREE DISTRICT COUNCIL** of Causeway House Braintree Essex CM7 3HS ("the Council"); and
- (2) **SUFFOLK HOUSING SOCIETY LIMITED** (Company No. IP21198R) whose registered office is situate at Old Mission House St Botolphs Lane Bury St Edmunds Suffolk IP33 2AX ("the Developer")
- (3) **GEORGE GRAHAM TUFNELL** of Springfield Oak Road Pebmarsh Halstead CO9 2QD and **DENISE WOODLEY** of St. Enodoc Marshalls Green Assington Sudbury CO10 5LS and **PENNY ANN QUILTER** of 11 Clay Hill Pebmarsh Halstead CO9 2NG being the present trustees of **THE JOHN NOTT CHARITY** of ~~SPRINGFIELD OAK ROAD, PEBMARSH, CO9 2QD~~ ("the Owner")

SPRINGFIELD J.H.  
PQ. 20

**DEFINITIONS**

IN THIS AGREEMENT unless the context requires otherwise the following words and expressions shall have the following meanings:

- 'Existing Part Two' Part Two of Schedule 1 to the Principal Deed
- 'New Part Two' The wording set out in the Schedule attached to this Deed of Variation
- 'Principal Deed' An Agreement entered into pursuant to Section 106 of the Town and Country Planning Act 1990 dated 10<sup>th</sup> December 2007 made between (1) Braintree District Council (2) Suffolk Housing Society Limited and (3) The Trustees of the John Nott Charity

**BACKGROUND**

- (A) The Principal Deed was entered into by the parties
- (B) The parties remain entitled to the benefit of the Principal Deed and have agreed to vary it on the terms set out in this Deed of Variation

## **OPERATIVE PROVISIONS**

### **1. INTERPRETATION**

- 1.1 Words and expressions defined in the Principal Deed have the same meanings in this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation
- 1.2 The provisions of the Principal Deed relating to its interpretation apply to this Deed of Variation except to the extent that they are expressly varied by this Deed of Variation
- 1.3 This Deed is supplemental to the Principal Deed
- 1.4 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 1.5 This Deed of Variation is entered into pursuant to section 106A of the Town and Country Planning Act 1990 and all other enabling powers

### **2. VARIATION**

The Principal Deed is to be read and interpreted as if the Existing Part Two be deleted and replaced with the New Part Two

### **3. EFFECTIVE DATE**

The amendments to the Principal Deed made by this Deed of Variation are deemed to take effect from the date hereof

### **4. CONTINUATION OF THE PRINCIPAL DEED**

- 4.1 The terms of the Principal Deed continue in effect as amended by this Deed of Variation
- 4.2 This Deed of Variation does not release any party to it from any breaches of the obligations in the Principal Deed existing at the date of this Deed of Variation which have not been varied by this Deed of Variation

### **5. LOCAL LAND CHARGES**

The Council agrees to vary the notification on the local land charges register in relation to the Principal Deed to note this Deed of Variation

### **6. EXECUTION**

The Council and the Owner have executed this Deed of Variation as a deed and it is delivered on the date set out in the Particulars

## SCHEDULE

### Part Two

Local connection shall be determined by applying the following criteria in the following priority order:-

1. the prospective occupier of an Affordable Housing Dwelling lives or has lived in the Parish of Pebmarsh for not less than five years during the immediately preceding ten year period
2. the prospective occupier of an Affordable Housing Dwelling is employed full time in the Parish of Pebmarsh and has been so employed for a minimum period of two years immediately prior to making an application for an Affordable Housing Dwelling
3. the prospective occupier of an Affordable Housing Dwelling has lived in the Parish of Pebmarsh for a period of less than five years or has been employed in the Parish of Pebmarsh for a period of less than two years or is a member of a family (as expression is defined in the Housing Act 1985) of a person who lives in the Parish of Pebmarsh and has done so continuously for a minimum period of five years immediately preceding the application for an Affordable Housing Dwelling
4. if there are no prospective occupiers for the Affordable Housing Dwellings who comply with the criteria set out in paragraphs 1 to 4 above then the criteria and priority order contained in paragraphs 1 to 4 above shall be applied to a prospective occupier from the parishes of Alphamstone Bures Hamlet White Colne Colne Engaine Greenstead Green Halstead Rural Little Maplestead Great Maplestead Gestingthorpe Wickham St Paul Twinstead Lamarsh or Great Henny
5. if there are no prospective occupiers for the Affordable Housing Dwellings who comply with the criteria set out in paragraph 4 then the criteria and priority order contained in the Councils current allocations policy will apply

12642



Executed as a Deed by affixing the Common Seal of **BRAINTREE DISTRICT COUNCIL** in the presence of:

*M Hodgins*

Authorised Signatory

The Common Seal of **SUFFOLK HOUSING SOCIETY LIMITED** was hereunto affixed in the presence of:



Director

*[Signature]*

Director / Secretary

*[Signature]*

EXECUTED as a DEED by the said **GEORGE GRAHAM TUFNELL** in the presence of:

*[Signature]*

Witness Signature:

*[Signature]*

Witness Name: NICOLA POOLTER

Address: 10 BIRCH CLOSE, BRAINTREE, ESSEX CM7 2SA

Occupation: CASH ADMIN, TESCO

EXECUTED as a DEED by the said

**DENISE WOODLEY** in the presence of:

*[Signature]*

Witness Signature:

*[Signature]*

Witness Name: NICOLA POOLTER

Address: CM7 2SA

Occupation: CASH ADMIN, TESCO

EXECUTED as a DEED by the said

**PENNY ANN QUILTER** in the presence of:

*[Signature]*

Witness Signature:

*[Signature]*

Witness Name: NICOLA POOLTER

Address: CM7 2SA

Occupation: CASH ADMIN, TESCO.