

DATED

3rd March

2021/2

- (1) HINCKLEY AND BOSWORTH BOROUGH COUNCIL
- (2) LEICESTERSHIRE COUNTY COUNCIL
- (3) BLOOR HOMES LIMITED
- (4) JOHN W. SHEPPARD (WYKIN) LIMITED

S106A DEED OF VARIATION

Relating to Land at Dodwells Road, Hinckley

THIS DEED is made the 3rd day of March 2021

BETWEEN

- (1) HINCKLEY AND BOSWORTH BOROUGH COUNCIL of The Hub, Rugby Road, Hinckley LE10 0FR (the **Borough Council**); and
- (2) LEICESTERSHIRE COUNTY COUNCIL of County Hall, Glenfield, Leicester LE3 8RA (the **County Council**); and
- (3) BLOOR HOMES LIMITED (Company Registration Number 02162561) whose registered office is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP (the **Owner**); and
- (4) JOHN W. SHEPPARD (WYKIN) LIMITED (Company Registration Number 00560371) of Wykin Hall, Wykin, Hinckley LE10 3EF (the **Chargee**)

WHEREAS:

- (A) For the purposes of the Act, the Borough Council is the local planning authority for the area within which the Site is located and is the local authority for the purposes of the Local Government Act 1972.
- (B) The County Council is a local planning authority and is also responsible for the provision of education facilities, waste facilities, highways and libraries for the area in which the Site is located.
- (C) The Owner is the freehold owner of the part of the Site under title number LT523241 free from any encumbrances which would prevent the Owner entering into this Deed.
- (D) The Chargee has a charge over the Site dated 17 July 2020.
- (E) On 26 April 2018 the parties and John W. Sheppard (Wykin) Limited (the Previous Owner) entered into a section 106 Agreement ('the Principal Agreement') for the development of the Site.
- (F) On 3 May 2018 the Owner obtained the Planning Permission issued by the Borough Council.
- (G) The parties to this Deed wish to vary the Principal Agreement in the manner set out in this Deed.

THIS DEED WITNESSES the following:

1. DEFINITIONS AND INTERPRETATION

- 1.1 All words and phrases defined in the Principal Agreement have the same meaning in this Deed unless explicitly stated otherwise.
- 1.2 The provisions of the Principal Agreement shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act and Section 111 of the Local Government Act 1972 so as to vary the Principal Agreement in the manner set out in this Deed and the Owner's obligations and covenants contained in this Deed:

- (a) are covenants and planning obligations to which these statutory provisions apply; and
- (b) relate to the Site in the manner set out in this Deed; and
- (c) are enforceable by the Borough Council as the local planning authority.

2.2 This Deed shall be registrable as a local land charge by the Borough Council.

3. **COMMENCEMENT**

The provisions in this Deed shall take effect upon its completion.

4. **VARIATION TO PRINCIPAL AGREEMENT**

4.1 The parties agree that the Principal Agreement shall be varied as set out in the Schedule to this Deed but shall otherwise remain in full force and effect (in so far as the obligations in the Principal Agreement have not been discharged).

4.2 This Deed shall be read in conjunction with the Principal Agreement.

5. **LEGAL COSTS**

5.1 The Owner will pay on completion of this Deed the Borough Council's reasonable legal costs and disbursements in connection with its preparation in the sum of Seven Hundred and Fifty Pounds (£750.00)

5.2 The Owner will pay on completion of this Deed the County Council's reasonable legal costs and disbursements in connection with its preparation up to a maximum of £345.

6. **CHARGEES' CONSENT**

6.1 The Chargee hereby consents to the completion of this Deed and declares that their interest in the Site as set out in Recital D shall be bound by the terms of this Deed and the Principal Agreement as if it had been executed and registered as a land charge prior to the creation of the Chargee's interest in the Site

6.2 The Chargee shall have no liability under this Deed and/or the Principal Agreement unless it takes possession of all or any part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner PROVIDED ALWAYS that the Chargee's liability under this Deed and/or the Principal Agreement shall be limited to that part of the Site in which it takes possession and PROVIDED FURTHER that the Chargee will not be liable for any breach of the obligations contained in this Deed and/or the Principal

Agreement unless committed at a time when the Chargee is in possession of the Site (or any part thereof) to which such obligation(s) relate or for any pre-existing breaches

SCHEDULE 1

The Principal Agreement shall be varied as follows:

1. Paragraph 14.1 of the Third Schedule shall be deleted in its entirety.

In witness to the above the parties have executed this document as a Deed and the Borough Council and County Council have affixed its Common Seal the day and year above written

EXECUTED as a DEED by

BLOOR HOMES LIMITED

In the presence of:

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Anthony Lowe
Authorised Signatory

~~Director~~

~~Secretary/Director~~

Michael Nash
Authorised Signatory

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EXECUTED as a DEED by affixing

THE COMMON SEAL of

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

In the presence of:

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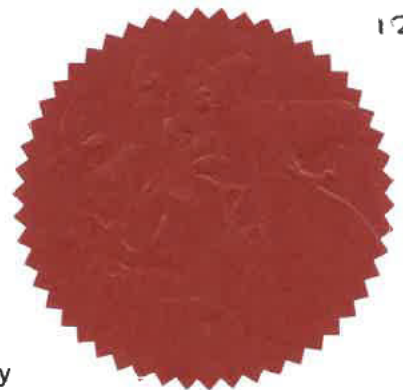
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Authorised Signatory



EXECUTED as a DEED by affixing

THE COMMON SEAL of

LEICESTERSHIRE COUNTY COUNCIL

In the presence of:

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Authorised Signatory

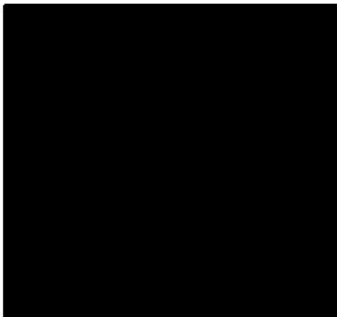


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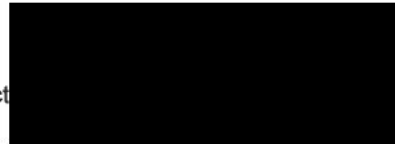
EXECUTED as a **DEED** by)

JOHN W. SHEPPARD (WYKIN) LIMITED)

In the presence of:)



Direct



Secretary/Director

