

DATED

22 February

2023

BETWEEN

- (1) WYCHAVON DISTRICT COUNCIL
- (2) JAMES HENRY TEMPEST BOUSKELL and MARK JONATHAN MUSGRAVE
- (3) WORCESTERSHIRE COUNTY COUNCIL

DEED OF VARIATION

Under Section 106 of the Town and Country Planning Act 1990 relating to land at (Os 8894 6544) Kidderminster Road, Hampton Lovett, North of Droitwich Spa, Worcestershire

FootAnstey
I/we hereby certify this to be a true and accurate copy of the original produced this <u>22</u> day of <u>February</u> <u>2023</u>
Name <u>Alex Goodman</u>
Foot Anstey LLP

THIS DEED is dated the 22 day of February 2023

BETWEEN

- (1) **WYCHAVON DISTRICT COUNCIL** of Civic Centre, Queen Elizabeth Drive, Pershore, Worcestershire WR10 1PT ("**the Council**") of the first part;
- (2) **JAMES HENRY TEMPEST BOUSKELL** of West Park, Rockbourne, Fordingbridge SP6 3JB and **MARK JONATHAN MUSGRAVE** of Cornerways, Blackheath Lane, Womersley, Surrey GU5 0PN ("**the Owners**") of the second part;
- (3) **WORCESTERSHIRE COUNTY COUNCIL** of County Hall, Spetchley Road, Worcester, Worcestershire WR5 2NP ("**the County Council**") of the third part.

RECITALS

1. This Deed is supplemental to the Original Agreement.
2. The Council is the local planning authority for the administrative area within which the land is situate
3. The County Council is the highway and education authority for the administrative area within which the land is situate.
4. The Owners are the registered proprietors of the freehold interest in the land registered with title absolute at the Land Registry under title no.WR139360.
5. The Parties hereto have agreed to enter into this Deed to amend the Original Agreement as herein set out and to ensure compliance with the planning obligations contained therein.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

"the Original Agreement"

means the Agreement pursuant to s106 of the 1990 Act dated 26th January 2023 between (1) Wychavon District Council (2) James Henry Tempest Bouskell And Mark Jonathan Musgrave and (3) Worcestershire County Council in respect of land at Kidderminster Road, Hampton Lovett, North of Droitwich Spa, Worcestershire

2. AGREED TERMS

- 2.1 Unless the context otherwise states or requires, all words and phrases defined in the Original Agreement shall have the same meaning in this Deed.
- 2.2 Unless the context otherwise states or requires, all words and phrases defined in the Original Agreement shall have the same meaning in this Deed.
- 2.3 Clause headings shall not affect the interpretation of this Deed.
- 2.4 A reference to any Party shall include that Party's personal representatives, successors or permitted assigns and in the case of the Council and the County Council the successors to their respective statutory functions.
- 2.5 Unless the context otherwise requires or states, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.6 Unless the context otherwise requires or states, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

3. STATUTORY POWERS

3.1 This Deed is made under the provisions of Section 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers and shall be deemed to contain planning obligations for the purposes of Section 106 of the 1990 Act in respect of the Property.

3.2 The planning obligations contained in this Deed shall be enforceable by the Council and the County Council in accordance with the provisions of Section 106(3) of the 1990 Act.

4. EFFECT OF THIS DEED

4.1 It has been agreed between the Parties to this Deed that the Original Agreement shall be amended as set out in Schedule 1.

5. THE EFFECT OF THE ORIGINAL AGREEMENT:

5.1 Save as varied by this Deed the provisions of the Original Agreement shall continue to apply and remain in full force and effect.

5.2 The Owner hereby covenants with the Council and the County Council that they will be bound by the obligations set out in the Original Agreement as amended by this Deed.

6. MISCELLANEOUS

6.1 A copy of this Deed shall be lodged with and registered in the register of Local Land Charges maintained by the Council.

7. RIGHT OF THIRD PARTIES

7.1 Unless expressly stated nothing in this Deed will create any rights under the contracts (Rights of Third Parties) Act 1999 in favor of anyone other than the parties to this Deed.

8. JURISDICTION

8.1 this Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

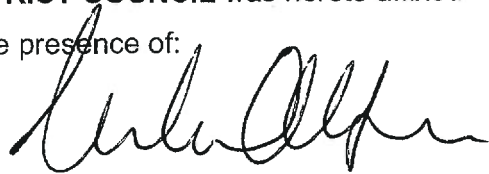
SCHEDULE 1

The Parties hereby agree that the Original Agreement shall be modified as follows:

- (1) The definition for "Bus Infrastructure Contribution" in Clause 1 shall be amended to replace the words "Schedule 7" with "Schedule 8".
- (2) The definition for "Community Transport Contribution" in Clause 1 shall be amended to replace the words "Schedule 8" with "Schedule 9".
- (3) The definition for "Education Contribution" in Clause 1 shall be amended to replace the words "Schedule 9" with "Schedule 10".
- (4) Paragraph 1 of Schedule 8 shall be amended to replace the words "the provision of a new updated bus stop pole and timetable" with the words "funding an extension of the bus service serving the Development".
- (5) Paragraph 5 of Schedule 8 shall be amended to replace the words "the provision of a new updated bus stop pole and timetable" with the words "funding an extension of the bus service serving the Development".
- (6) Paragraph 9 of Schedule 8 shall be amended to replace the words "the provision of a new updated bus stop pole and timetable" with the words "funding an extension of the bus service serving the Development".

In witness whereof the Council the Owners and the County Council have duly executed this Deed

THE COMMON SEAL OF WYCHAVON)
DISTRICT COUNCIL was hereto affixed)
in the presence of:)



CHIEF EXECUTIVE



~~Director of Legal and Governance/Chief Executive/Deputy Chief Executive/ Joint Head of Economy and Environment~~



13610

EXECUTED AS A DEED by)
JAMES HENRY TEMPEST BOUSKELL)
in the presence of)



Name of Witness OLIVER JAMES CLIFFORD HORNCASTLE

Signature of Witness 

Occupation of Witness ARMED FORCES

Address of Witness INGLEDOLK, SANDLEHEATH, FORDING BRIDGE, HANTS, SP6 1PD

EXECUTED AS A DEED by)

MARK JONATHAN MUSGRAVE)

in the presence of)

Musgrave

Name of Witness

CHLOE WHITE

Signature of Witness

[Handwritten Signature]

Occupation of Witness

MARKETING MANAGER

Address of Witness

17 PERCY ROAD, BRADSTAIRS,
CT10 2JY

THE COMMON SEAL of WORCESTERSHIRE)

COUNTY COUNCIL was hereunto)

affixed in the presence of:-)



[Handwritten Signature]
PRINCIPAL SOLICITOR