

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990, as amended

BETWEEN

TENDRING DISTRICT COUNCIL (1)

and

ESSEX COUNTY COUNCIL (2)

and

STOCKPLACE HOMES LIMITED (3)

And

THE ROYAL BANK OF SCOTLAND plc (4)

relating to land at Bramwood, Thorpe Road, Clacton-on-Sea, Essex, CO16 9SA

THIS AGREEMENT IS A DEED and is made on the 2 day of August 2019
BY:

- (1) **TENDRING DISTRICT COUNCIL** of Council Offices, Thorpe Road, Weeley, Essex, CO16 9AJ ("**the Council**"); and
- (2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex, CM1 1QH ("**the County Council**"); and
- (3) **STOCKPLACE HOMES LIMITED** whose registered office is at Mill House Barn, Mill Lane, Hartford End, Essex, CM3 1JZ ("**the Owner**") and
- (4) **THE ROYAL BANK OF SCOTLAND plc** (Company Regn No. SC083026) whose registered office is situate at 36 St Andrew Square, Edinburgh EH2 2YB ("**the Chargee**")

WHEREAS:

1. The Council and the County Council are the Local Planning Authorities for the area within which the Site (as defined herein) is situated and are the authorities entitled to receive and enforce the planning obligations contained in the 2017 Agreement (as defined herein) pursuant to the provisions of Section 106 of the 1990 Act (as defined herein).
2. The Council and the County Council and the original owners of the Site (Alan John Sherwood and Daniel Ronald West) entered into the 2017 Agreement and the Council and the County Council and the Owner entered into the 2018 Agreement in connection with the development of the Site pursuant to the 2017 Permission and 2018 Permission (as defined herein).
3. The Owner is the freehold owner of the Site and which ownership is registered at HM Land Registry with the Title Number EX918497. The Owner is the successor in title to the original owners of the Site (Alan John Sherwood and Daniel Ronald West) having bought the Site on 28 November 2017.
4. The Chargee has a Charge dated 14 May 2019 registered against the Site under title number EX918497

5. The Owner has applied to the Council for the New Permission (as defined herein) and the Council has agreed to grant the New Permission subject to the Owner first entering into this Deed to ensure that the development carried out pursuant to the New Permission is subject to the planning obligations within the 2017 Agreement and 2018 Agreement.
6. The Parties (as defined herein) agree to enter into this Deed for the purposes of ensuring that development carried out pursuant to the New Permission shall comply with and be bound by the provisions of the 2017 Agreement and the 2018 Agreement.

THIS DEED WITNESSES as follows:

1. In this Deed where the context so admits all words and expressions shall have the same meanings as given in the 2017 Agreement but in addition the following terms have the following meanings:

"1990 Act" means the Town and Country Planning Act 1990, as amended;

"2017 Agreement" means the Agreement dated 13 October 2017 and which Agreement: (a) was entered into by the Council and the County Council and the original owners of the Site (Alan John Sherwood and Daniel Ronald West) pursuant to Section 106 of the 1990 Act; and (b) related to and allowed the granting of the 2017 Permission;

"2018 Agreement" means the Agreement dated 3 December 2018 and which Agreement: was entered into by the Council and the County Council and the Owner pursuant to Section 106 of the 1990 Act; and (b) related to and allowed the granting of the 2018 Permission;

"2017 Permission" means the planning permission dated 20 October 2017 with the reference 16/02107/FUL which permitted the demolition of existing dwelling and erection of 47no bungalows and 2no houses with garages, access and public open space;

"2018 Permission"

means the planning permission dated 5 December 2018 with reference 18/00735/FUL for the variation of condition 2 on the 2017 Permission to substitute approved drawings with new drawings to include additional garages, changes to the detailed design and boundary treatments, pumping station and amended drainage strategy, and details to discharge conditions 3, 8, 9, 15, 17, 18, 19, 22, 23 and 24 of 16/02107/FUL;

"New Permission"

means the planning permission granted pursuant to the planning application 19/00143/FUL for the variation of condition 2 of the 2018 Permission to substitute the approved layout drawing with a new layout drawing to allow access to additional land by removing one plot;

"Parties"

means the Council, the County Council, the Chargee and the Owner;

"Site"

means the land at Bramwood (or Bramcote), Thorpe Road, Clacton-on-Sea, Essex, CO16 9SA and which land is shown for identification purposes only edged red on the Plan attached to the 2017 Agreement.

2. This Deed is made pursuant to Sections 106 and 106A of the 1990 Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 insofar as the said statutory provisions may be relevant to the enforcement of the planning obligations contained herein.
3. The Owner hereby covenants with the Council and the County Council for themselves and their respective successors in title and assigns to the Site that the Site and any development carried out under the New Permission shall be bound by and subject to the terms of the 2017 Agreement and the 2018 Agreement which shall continue in full force and effect.
4. The Chargee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in

this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Chargee shall otherwise have no liability under this Deed unless it takes possession 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

5. This Deed shall come into effect upon the grant of the New Permission.
6. On completion of this Deed the Owner shall pay: (a) the Council's reasonable legal costs associated with the completion of this Deed, subject to a maximum figure of Five Hundred Pounds (£500.00) (no VAT); and (b) the County Council's reasonable legal costs associated with the completion of this Deed, subject to a maximum figure of Three Hundred Pounds (£300.00) (no VAT)

THIS DEED has been executed and delivered as a Deed by the Parties on the date first above written

Executed as a Deed by affixing)
the common seal of)
TENDRING DISTRICT COUNCIL)
in the presence of:)



Attesting Officer



Executed as a Deed by affixing)
the common seal of)
ESSEX COUNTY COUNCIL)
in the presence of:)



Attesting Officer



SIGNED as a DEED by)
STOCKPLACE HOMES LIMITED)
acting by [redacted] a Director)
in the presence of:)

[redacted]

(Director)

Witness: signature
full name
address

occupation

[redacted]

SIGNED as a DEED by)
THE ROYAL BANK OF SCOTLAND LTD)
acting by a Director)
in the presence of:)

.....
(Director)

Witness: signature
full name
address
.....
.....
.....
occupation

[redacted]

[redacted]