

DATED

30 September

2019

(1) TENDRING DISTRICT COUNCIL

(2) D J EDWARDS and J A McNAIR and C E WALKER and T J MANN

AGREEMENT

under section 106 Town and Country Planning Act 1990 as amended
relating to land west of Edwards Drive Clacton Road Thorrington Essex

We hereby certify this to be a
true copy of the original

DATED

10/10/2019

Holmes & Hills Solicitors
Bocking End, Braintree, Essex

THIS AGREEMENT is made on

30 September

2019

BETWEEN:

- (1) **TENDRING DISTRICT COUNCIL** of Council Offices Thorpe Road Weeley CO16 9AJ ("the Council");
- (2) **DAVID JOHN EDWARDS** of White House Farm Church Road Thorrington and **JULIE ANN McNAIR** of Dickley Hall Dickley Hall Chase Mistley Mannington CO11 2NW and **CAROL ELLEN WALKER** of 14 Bourne Park Residential Park Ipswich IP2 8LU and **TERESA JANE MANN** of 6 Badley Walk Badley Ipswich IP6 8RP ("the Owner")

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and is the authority entitled to enforce the obligations contained in this Agreement.
- (B) The Owner is the freehold owner of the Site free from encumbrances that would prevent it entering into this Agreement. The Site is registered at the Land Registry under part of Title Number EX648385.
- (C) The Planning Application has been submitted to the Council.
- (D) The Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating and facilitating the Development in the manner hereinafter appearing and is satisfied that planning permission for the Development could be granted subject to conditions and to the execution of this Agreement.
- (E) The Council is satisfied that the planning obligations contained in this Agreement are necessary to make the Development acceptable in planning terms; are directly related to the Development; and are fairly and reasonably related in scale and kind to the Development.
- (F) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Owner and its successors in title.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

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

"Commencement Date" subject to clause 3.2, the date on which the Development commences by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act;

"Commencement of Development" subject to clause 3.2, the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act and "Commence the Development" and "Commenced" shall be construed accordingly;

"Community Infrastructure Levy" the Community Infrastructure Levy introduced by the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010 as amended or any successor levy or charge which triggers payments towards Infrastructure;

"Contributions" the Open Space Contribution (as defined in Schedule 1) and Affordable Housing Contribution (as defined in Schedule 2);

"Development" the development permitted by the Planning Permission;

"Disability" means a physical or a mental condition which has a substantial and long term impact on the ability of an individual to undertake normal day

to day activities and medical advice is that that individual should be resident in a property on one level

"Dwelling"

a house or self contained flat or bungalow constructed as part of the Development;

"Index"

the RPIJ (being a retail price index measure using a geometric Jevons formula) published by the Office for National Statistics or any such alternative index or comparable measure of price inflation as the Council reasonably requires and for the avoidance of doubt the said RPIJ is benchmarked at March 2007;

"Index Linked"

increased to reflect any increase in the Index during the period from and including the date of this Agreement to and including the date of actual payment of the Contributions;

"Infrastructure"

the list of infrastructure projects or types of infrastructure intended to be funded by the Community Infrastructure Levy published by the Council in accordance with Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended) or where no such list has been published means "infrastructure" as defined in section 216 of the Planning Act 2008 BUT FOR THE AVOIDANCE OF DOUBT this shall not include infrastructure required directly as a result of the Development;

"Market Dwellings"

all Dwellings to be constructed as part of the Development which is not the Gifted Property (as defined in Schedule 2) such Market Dwellings to be occupied only by a Qualified Occupier

"the Notice of Commencement" the written notice advising of the proposed Commencement Date;

"Occupation" beneficial occupation for the purposes permitted by the Planning Permission and shall not include occupation for the construction of the Development and shall not include daytime occupation by workmen involved in the construction of the Development or in so far as such uses are ancillary to the construction of the Development the use of finished buildings for sales or purposes for use as temporary offices or for show homes or for the storage of plant and materials or in relation to security operations and "Occupy" and "Occupied" and "Occupancy" shall mutatis mutandis be construed accordingly;

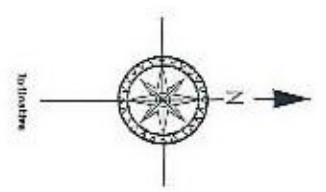
"Plan 1" the plan attached to this Agreement and marked Plan 1;

"Plan 2" the plan attached to this Agreement and marked Plan 2;

"Plan 3" the plan annexed at Annex 1 of this Agreement and marked Plan 3;

"Plan 4" the plan annexed at Annex 1 of this Agreement and marked Plan 4;

"Planning Application" the application which the Council has given the reference 18/00163/FUL requesting planning permission for 29 specialist bungalows (for those over 60 and/or those with, or supporting someone with a disability) with associated



Proposed Development

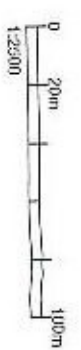
Clacton Road,
Thorington
Phase 2

Location Plan

TIM SNOW ARCHITECTS
 9A High Street, Brightlingsea
 Colchester, Essex, CO7 6SL
 Tel: +44 (0)1206 348399
 info@timsnowarchitects.co.uk

Scale: 1:2500 @ A3
 Date: December 2017
 Drawing No: 812/LOC C

For the use of the client only. This drawing is not to be used for any other purpose without the written consent of the architect.





Proposed Development

Site to West of Edwards Drive

Cheldon Road

Thornington

Block Plan

Tim Snow Architects
 5A High Street, Binghampton
 Cambridge, Essex, CO17 9AE
 Tel: +44 (0)1206 583300
 www.tim-snow.co.uk

Scale: 1:500 @ A1
 Date: November 2017
 Drawing No: 812-200

The client's liability is limited to the amount of the fee paid to the architect.

roads, parking and garaging

"Planning Permission"

the planning permission granted in pursuance of the Planning Application subject to conditions substantially in the form of the draft annexed to this Agreement;

"Qualified Occupier"

- (a) the owner/lessee/tenant of a Dwelling who is aged sixty (60) or older; or
- (b) the owner/lessee/tenant of a Dwelling who has a Disability; or
- (c) the spouse or co-habiting partner of a person referred to at '(a)' or '(b)' above irrespective of age of the spouse or co-habiting partner; or
- (d) the surviving spouse or co-habiting partner of a person referred to at '(a)' '(b)' above irrespective of age of that surviving spouse or co-habiting partner
PROVIDED THAT the surviving spouse or co-habiting partner was occupying the relevant Dwelling as their sole main residence at the time of death of the person referred to at '(a)' '(b)' above; or
- (e) any resident dependent or dependants of a person referred to at '(a)' '(b)' '(c)' or '(d)' above irrespective of age of that dependant; or
- (f) a surviving resident dependent or dependants of a person referred to at '(a)' '(b)' '(c)' '(d)' above irrespective of age of that dependant **PROVIDED THAT** the surviving dependant was occupying the relevant Dwelling as their

sole main residence at the time of death of the person referred to at '(a)' '(b)' '(c)' '(d)' above; or

(g) a resident carer of a person referred to at '(a)' or '(b)' above irrespective of age of the resident carer

"Seven Day LIBID Rate"

an assessment of the rate of interest the Council can expect to earn on investments through the money market, the rate used being the average interest rate at which banks are willing to borrow eurocurrency deposits or such other rate as approved by the Council as appropriate;

"Schedules"

means Schedule 1 and 2 to this Agreement

"Site"

the land west of Edwards Drive Clacton Road Thorrington CO7 8JN comprised within title number EX648385 as registered at the Land Registry and shown for identification purposes only edged red on Plan 1;

"Working Days"

any day(s) upon which banks in the City of London are open to the general public.

1.2 In this Agreement:

1.2.1 the clause or Schedule headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.4 references to the Site include any part of it;

1.2.5 references to any party in this Agreement shall include the successors in title of that party. In addition, references to the Council shall include any successor local planning authority exercising planning powers under the 1990 Act;

1.2.6 "including" means "including, without limitation";

1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.8 words importing the singular meaning where the context so admits shall include the plural meaning and vice versa;

1.2.9 words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner;

1.2.10 words denoting an obligation on a party to do any act matter or thing shall include an obligation to procure that it be done and words placing a party under a restriction shall include an obligation not to cause permit or allow infringement of the restriction;

1.3 The parties to this Agreement 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 and any rights that arise to third parties by virtue of the said Act of 1999 are hereby excluded.

2. EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act, the obligations

contained in this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.

2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.

2.4 The obligations in this Agreement will not be enforceable against a statutory undertaker after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated) by the Owner to that statutory undertaker.

2.5 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.

2.6 Subject to the Age and Disability Restrictions referred to in Clause 5 the obligations in this Agreement will not be enforceable against the individual owners, lessees or occupiers of any Dwellings constructed on the Site pursuant to the Planning Permission or any mortgagee or chargee of such owner, lessee or occupier nor any receiver appointed by a mortgagee or chargee or any person deriving title from them.

3. COMMENCEMENT DATE

3.1. Save in respect of Clause 7 and this clause 3.1 (which will become operative on the date of this Agreement) and in respect of obligations expressly in this Agreement requiring compliance prior to the Commencement Date and which will become operative on the issue of the Planning Permission this Agreement will come into effect on the Commencement Date.

3.2 The Commencement Date and Commencement of Development will not be triggered by any of the following operations:

3.2.1 archaeological or site investigations or surveys;

3.2.2 site or soil surveys or site decontamination;

3.2.3 the clearance or demolition of the Site;

3.2.4 works connected with groundworks;

3.2.5 works for the provision of drainage or mains services to prepare the Site for development;

3.2.6 erection of fencing or boarding;

3.2.7 erection of boards advertising the Development (including the erection of advertising hoardings);

3.2.8 the construction of a temporary site compound or temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite; and

3.2.9 works to the existing public highways and the provision of site access and temporary internal roads.

4. OBLIGATIONS OF THE PARTIES

4.1 The Owner so as to bind the Site covenants with the Council to comply with the obligations set out in the Schedules to this Agreement.

4.2 The Owner covenants with the Council to provide Notice of Commencement to the Council not less than 3 Working Days prior to the Commencement Date.

4.3 The Owner covenants with the Council to provide not less than 3 Working Days notice in writing of the intended first Occupation of the first Dwelling on the Site.

4.4 The Council covenants with the Owner to comply with the obligations set out in the Schedules to this Agreement.

4.5 The Council covenants with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation Provided Always that such notice, consent,

approval, authorisation, agreement or other similar affirmation may only be given in writing and only prior to the act or event to which it applies (unless agreed otherwise by the Council)

4.6 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

4.7 Any obligation that prohibits the Owner from allowing or limiting Occupation of the Site until certain events occur shall also be an obligation on the Owner to positively carry out those certain events by no later than the number of occupations set out therein unless the context otherwise requires.

4.8 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date. For the further avoidance of doubt neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site or part of the Site in any transfer of the Site will constitute an interest for the purposes of this Clause 4.8

4.9 No compensation shall be payable by the Council to any party to this Agreement or their successors in title and assigns arising from the terms of this Agreement and unless specified otherwise in this Agreement all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council

4.10 Representatives of the Council may enter upon the Site at any reasonable time on reasonable prior written notice giving at least 3 clear days before such entry is required (unless otherwise agreed with the Owner) (and immediately in the event of an emergency provided that the Council will give as much notice as they reasonably can) to ascertain whether the terms of this Agreement are or have been complied with subject to complying with all health and safety and security requirements required by the Owner provided that this right shall cease and determine as follows:

4.10.1 in relation to any Dwelling, on first Occupation of that Dwelling; and

4.10.2 in relation to all other parts of the Site, on the first Occupation of the last Dwelling on the Site to be Occupied.

4.11 Any agreement obligation covenant or Agreement contained herein by any of the parties which comprise more than one person or entity shall be joint and several and where any agreement obligation covenant or Agreement is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately.

4.12 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of this Agreement without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of this Agreement.

4.13 No variation to this Agreement shall be effective unless made by deed and for the avoidance of doubt the consent, seal, signature, execution or approval of the owner, lessee or occupier of any Dwelling or their mortgagees or chargees or any receiver appointed by a mortgagee or chargee or any person deriving title from them shall not be required to vary any part of this Agreement.

4.14 The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

4.15 If at any time Value Added Tax ("VAT") is or becomes chargeable in respect of any supply made in accordance with the provisions of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

4.16 This Agreement shall be enforceable as a local land charge and shall be registered immediately by the Council as such and the Council covenants with the Owner that following the performance of all of the obligations contained in the Agreement the

Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

- 4.17 That in the event that the Owner fails to serve any of the notices that they are required by the provisions of this Agreement to serve then the Council shall be entitled to payment of the Contribution contained in this Agreement at any time following them becoming aware that an event or a level of Occupancy of Dwellings has occurred that would trigger the payment of a Contribution and the time period for the return of a Contribution shall be extended accordingly.

- 4.18 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one Agreement

5. AGE AND DISABILITY RESTRICTION

The Owner covenants with the Council to incorporate into each of the transfer deeds of the Market Dwellings upon the sale of the Market Dwellings between the Owner and the occupiers an age and disability restriction whereby the Market Dwellings shall only be occupied by a Qualifying Occupier and that such a restriction will be registered at HM Land Registry as a restriction against the title to each of the Market Dwellings and expressly included in any lease, tenancy agreement or licence (or any other form of occupancy agreement) relating to the Market Dwellings

6. TERMINATION OF THIS AGREEMENT

- 6.1 This Agreement will come to an end if the Planning Permission is quashed, revoked or otherwise withdrawn or otherwise modified without the consent of the Owner before the Commencement Date or the time for implementation of the Planning Permission expires without the Commencement Date having occurred so as to render this Agreement or any part of it irrelevant, impractical or unviable; or the Planning Permission expires.

- 6.2 Where the Agreement comes to an end under clause 6.1 the Council shall, on the written request of the Owner, vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise record the fact that it has come to an end and no longer affects the Site.

7. NOTICES

7.1 Any notice, demand or any other communication served under this Agreement will be effective only if in writing and delivered by mail by hand or sent by first class post, pre-paid or recorded delivery and is to be sent to the following or to such other address as one party may notify in writing to the others at any time as its address for service:

7.1.1 for the Owner as set out above;

7.1.2 for the Council it shall be marked to the attention of the Head of Planning at the Council address previously stated Ref 18/00163/FUL;

7.2 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

7.2.1 if delivered by hand, at the time of delivery;

7.2.2 if sent by post, on the second Working Day after posting; or

7.2.3 if sent by recorded delivery, at the time delivery was signed for.

7.3 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

7.4 Otherwise than in relation to individual purchasers, occupiers and mortgagees of Dwellings and their successors in title the Owner shall give to the Council within one month of the Owner disposing of any part of the Site written notice of the name and address of the person or persons to whom the Site or part thereof has been transferred provided that this obligation shall cease and determine on the first Occupation of the last Dwelling at the Site.

8. COSTS OF THIS AGREEMENT

8.1 Upon completion of this Agreement the Owner covenants to pay:-

8.1.1 to the Council its reasonable and proper legal costs in a sum not to exceed £2000.00 Two thousand Pounds) (no VAT) in connection with the preparation, negotiation and completion of this Agreement.

8.1.2 to the Council a contribution of £600.00 (Six Hundred Pounds) (no VAT) towards the Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement

9. DETERMINATION OF DISPUTES

9.1 Subject to clause 9.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 9. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

9.2 For the purposes of this clause 9 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 9.4.

9.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).

9.5 The Specialist is to act as an independent expert and:

9.5.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

9.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

9.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

9.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

9.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

9.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 Working Days of his appointment.

9.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 9, including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist.

9.7 This clause 9 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

10. COMMUNITY INFRASTRUCTURE LEVY

10.1 In the event that the Council adopts a charging schedule for the purposes of the Community Infrastructure Levy Regulations 2010 and such charging schedule takes effect prior to the date of Planning Permission (or following the grant of Planning Permission a planning permission is granted pursuant to section 73 of the Act) the obligations contained in this Agreement which relate to Infrastructure covered by the charging schedule shall cease and no longer be of any effect where Community Infrastructure Levy is paid in relation to that Infrastructure.

11. JURISDICTION

11.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales; and the courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

12. EXECUTION

12.1 The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

OPEN SPACE CONTRIBUTION

In this Schedule 1 unless the context requires otherwise the following words and expressions shall have the following meaning:

"Open Space Contribution"

means the sum of Fifty six Thousand eight Hundred and Ninety Two Pounds (£56,892) Index Linked (based on 16 x 2 bed @ £1,690 per 2 bed unit and 12 x 3 bed @ £2,53 per 3 bed unit and 1 x 4 bed @ £2,816 per 4 bed unit);

"Open Space Contribution Purposes"

means the use of the Open Space Contribution towards the provision of and/or improvements to adult gym equipment at Chapel Lane open space Thorrington.

1.1 The Owner hereby covenants with the Council not to Occupy or permit or allow Occupation of more than fifteen (15) of the Dwellings prior to paying the Open Space Contribution to the Council.

1.2 The Owner hereby covenants with the Council to pay the Open Space Contribution to the Council before more than fifteen (15) of the Dwellings are Occupied.

2. The Council hereby covenants with the Owner to:

2.1 provide a written form of receipt for payment by the Owner of the Open Space Contribution on receipt of the Open Space Contribution;

2.2 place the Open Space Contribution when received from the Owner into an interest bearing account with a clearing bank and to utilise the same for Open Space Contribution Purposes;

2.3 upon receipt of a request in writing to do so to be received by the Council no sooner than the tenth (10th) anniversary of the date of payment to return to the party who paid the Open Space Contribution the unexpended part of the Open Space Contribution together with interest calculated at the Seven Day LIBID Rate from the

date of payment until the date the unexpended part is actually repaid on the unexpended part;

2.4 where before the tenth (10th) anniversary of the first Occupation of the final Dwelling on the Development a legally binding unconditional contract has been entered into by the Council in respect of the use of the Open Space Contribution (or part thereof) for the Open Space Contribution Purposes the Council shall be entitled to utilise the Open Space Contribution to make payment under such a contract; and

2.5 upon receipt of a written request from the Owner the Council shall provide the Owner with a statement confirming whether the Open Space Contribution has been spent and if the Open Space Contribution has been spent in whole or in part outlining how the Open Space Contribution has in whole or in part been spent.

SCHEDULE 2

Affordable Housing

Part One

Gifted Property

In this Schedule 2 unless the context requires otherwise the following words and expressions shall have the following meanings:

“Gifted Property” means the option to accept one x two bed bungalow being Plot 1 as shown on Plan 2 to be built in accordance with the Gifted Property Specification and Plan 3 and Plan 4 and, if requested by the Council, is to be transferred to the Council at the Gifted Property Price in lieu of the delivery of affordable housing and which Dwelling when transferred to the Council is to be used solely as social rented housing;

“ Gifted Property Price” means the sum of One Pound (£1.00) for the Gifted Property transferred to the Council;

“Gifted Property Specification” means the building specification shown at Annex 1 for the Gifted Property approved by the Council

2.3 Not Occupy (or allow, cause or permit the Occupation of) more than ten (10) of the Market Dwellings unless and until the one (1) Gifted Property has been:

- 2.3.1 constructed in accordance with the Gifted Property Specification; and
- 2.3.2 transferred (freehold) to the Council for the Gifted Property Price Provided Always that the transfer of the Gifted Property to the Council shall include the provisions contained in Part Two of this Schedule 2.

Part Two

A. The transfer of the Gifted Property to the Council shall be with vacant possession.

- B. The transfer deed for the transfer of the Gifted Property to the Council shall be prepared by the Owner and the Owner shall pay the Council's reasonable costs of transferring the Gifted Property up to a limit of £1,500 (One Thousand Five Hundred Pounds) on completion of the transfer deed.

C. The transfer deed shall contain:

1. a grant by the Owner of all rights of access and passage of services and all other rights reasonably necessary for the beneficial use and enjoyment of the Gifted Property;
2. a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development; and
3. such other covenants and reservations as the Owner may reasonably require including but not limited to the maintenance of the Development which will be payable by the occupier of the Gifted Unit every year from the fifth anniversary (not inclusive) of the completion of the Development

Part Three

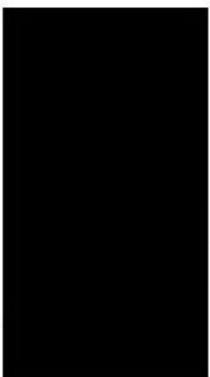
Affordable Housing Contribution

"the Affordable Housing Contribution" means the sum of Three hundred thousand pounds (£300,000.00) (index linked)

- 1.1 The Owner hereby covenants with the Council not to Occupy or permit or allow Occupation of more than twenty (20) of the Market Dwellings prior to paying the Affordable Housing Contribution to the Council.
- 1.2 The Owner hereby covenants with the Council to pay the Affordable Housing Contribution to the Council before more than twenty (20) of the Market Dwellings are Occupied.
2. The Council hereby covenants with the Owner to:
 - 2.1 provide a written form of receipt for payment by the Owner of the Affordable Housing Contribution on receipt of the Affordable Housing Contribution;

- 2.2 place the Affordable Housing Contribution when received from the Owner into an interest bearing account with a clearing bank and to utilise the same for the provision of affordable housing within the borough
- 2.3 upon receipt of a request in writing to do so to be received by the Council no sooner than the tenth (10th) anniversary of the date of payment to return to the party who paid the Affordable Housing Contribution the unexpended part of the Affordable Housing Contribution together with interest calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid on the unexpended part;
- 2.4 where before the tenth (10th) anniversary of the first Occupation of the final Dwelling on the Development a legally binding unconditional contract has been entered into by the Council in respect of the use of the Affordable Housing Contribution (or part thereof) for the provision of affordable housing within the borough the Council shall be entitled to utilise the Affordable Housing Contribution to make payment under such a contract; and
- 2.5 upon receipt of a written request from the Owner the Council shall provide the Owner with a statement confirming whether the Affordable Housing Contribution has been spent and if the Affordable Housing Contribution has been spent in whole or in part outlining how the Affordable Housing Contribution has in whole or in part been spent.

EXECUTED as a DEED when the seal
of **TENDRING DISTRICT COUNCIL**
was affixed in the presence of:)
)
)



Authorised Signatory

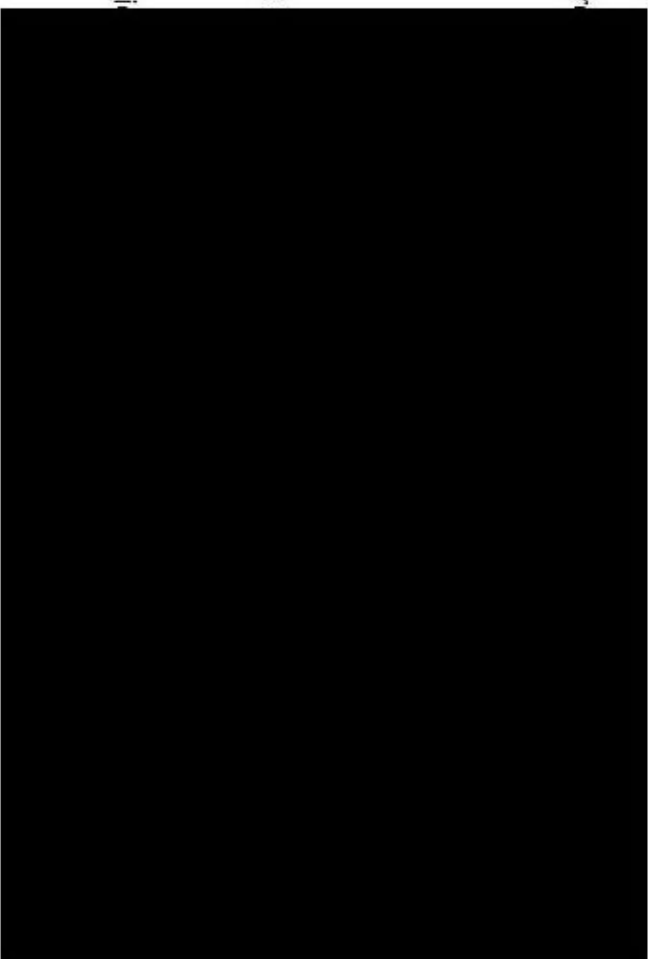
SIGNED as a DEED by
DAVID JOHN EDWARDS

in the presence of:-

)
)
)



Witness Signature



Witness Name

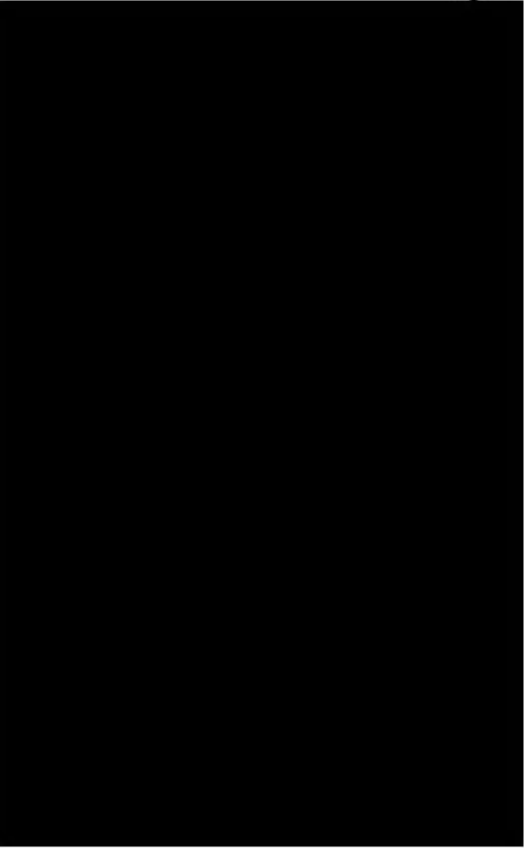
Witness Address

Witness Occupation

**SIGNED as a DEED by
JULIE ANN MCNAIR**
in the presence of:-

Witness Signature

Witness Name



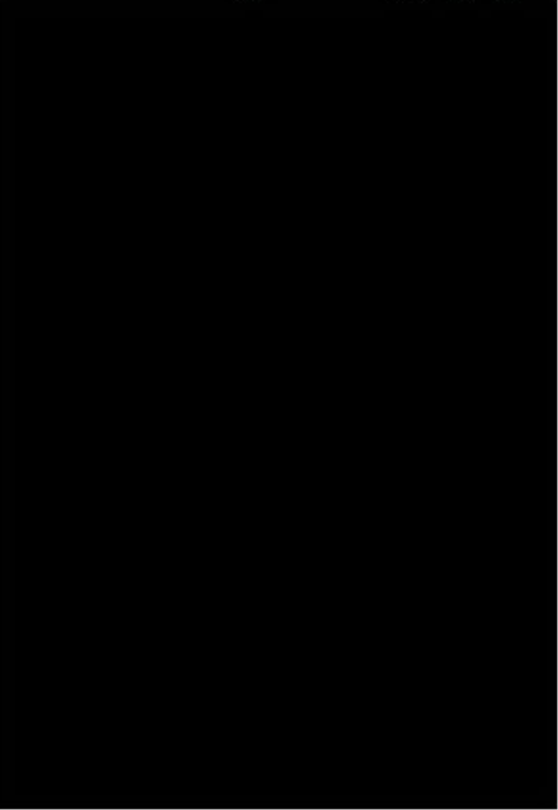
Witness Address

Witness Occupation

**SIGNED as a DEED by
CAROL ELLEN W**
in the presence of

Witness Signature

Witness Name



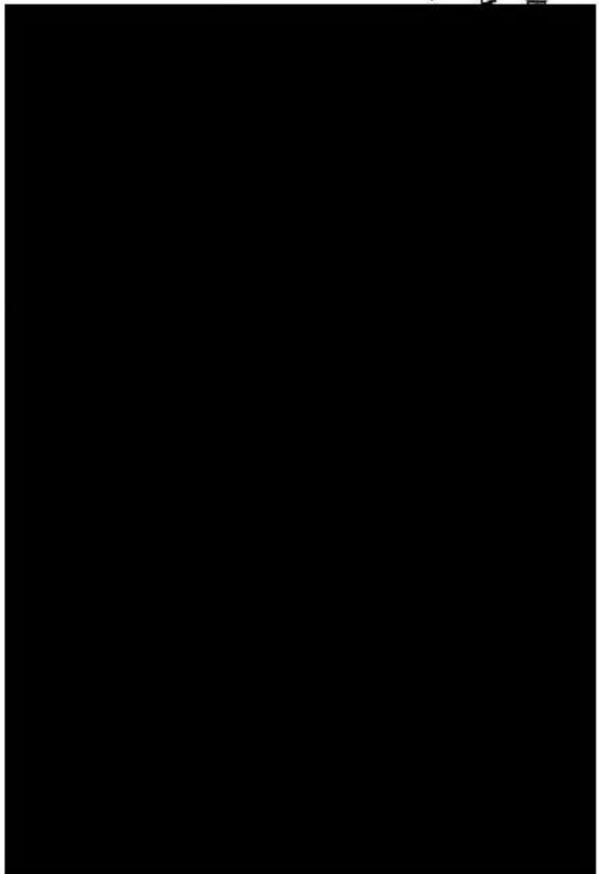
Witness Address

Witness Occupation

SIGNED as a DEED
TERESA JANE MA
in the presence of:-

Witness Signature

Witness Name



Witness Address

Witness Occupation

Annex 1

Gifted Property Specification

Plan 3 and Plan 4

TDC Specification for Gifted Unit, Avocet Place, Thorrington

Build Specification

General Items

- Dulux Diamond matt emulsion to all walls – timeless.
- Dulux Diamond matt emulsion to all ceilings - white.
- Four panel white doors 838 wide throughout.
- Use our standard door furniture sample approved at meeting.
- Stelrad radiators.
- Chamfered and grooved skirting/architraves finished in oil based satinwood.
- Electrical layout standard - attached.
- Alarm not required by TDC.

Kitchen

- Howdens Greenwich light oak, plain doors, blackstone bullnose worktop 38mm, aluminium end caps worktop joiners not mitred.
- Handles brushed steel effect thick strap Howdens HKB4403.
- White tiled upstand with border, 200w 250 high with border at top.
- Gas and electric supplies to be provided to cooker space (gas capped off no Bayonet fitting).
- Lamona stainless steel sink single bowl inset sink RH drainer, Pegler Leger chrome pillar taps, upgrade agreed.
- End panels, cornice, pelmet as necessary.
- Double sockets.
- Flooring Polyflor Camaro Smoke Brushed Elm 2233.
- LED strip light Ansel 1no.
- Vaillant Combi boiler ECOTech plus. Siemens controller with service interval function.
- CO2 detector (AICO)
- AICO EI261ENRC - supplier Medlocks
- Kitchen extract fan above cooker to be Vent Axia centrifugal duo plus P481613B with flush kit.

Hallway

- Flooring Polyflor Camaro Smoke Brushed Elm 2233.
- Double sockets.
- Ceiling light 2no.
- Smoke alarm with linked heat sensor - AICO EI166RC - supplier Medlocks.
- Consumer unit in cupboard, at 1400mm high.

Bathroom

- Ideal Standard sanitary ware.
- Thermostatic shower max 43 degrees AKW. RedringSELP108S.
- LED bathroom light (ASD).
- 1700 bath with shower over and screen or 1200 shower tray/enclosure.
- Full height white tiling to shower area. Tiled splashback to WHB.
- Bumpy white 200x250 with De Vision black mix Listello NB19481 border.
Border to be approximately half way up wall to shower area, on top to wash hand basin and bath.
- Flooring Polyfloor Camaro Smoke Brushed Elm 2233

Bedroom 1

- Double sockets, TV, Sky and BT points.
- Ceiling light 1no.

Bedroom 2

- Double sockets, TV, Sky and BT points.
- Ceiling light 1no.

Lounge

- Ceiling light 1no no wall lights.
- Double sockets, TV, Sky and BT points.

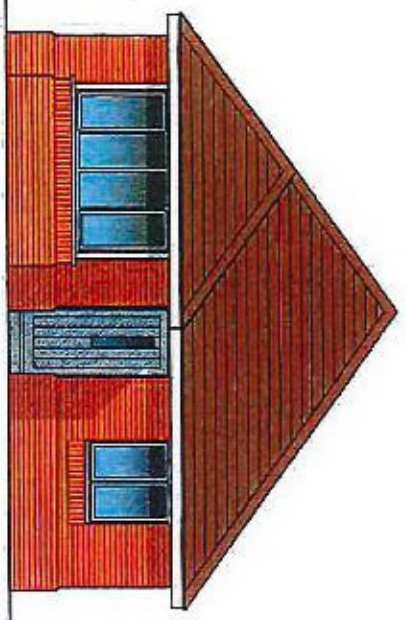
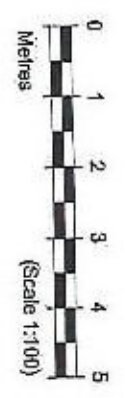
Externals

- Double Glazed UPVC windows.
- Secured by design external doors.
- Level access to FED.
- Exterior lighting to door locations. Type ASD HR2/WLPALED600P/TDC - supplier Medlock.
- Outside tap to rear of property.
- External power point to rear of property.
- Turf front and rear gardens.
- Timber fence panels/trellis, concrete posts with concrete gravel boards.
- Block paved driveway and slabbed paths.
- 3m x3m Patio laid to Franch Doors at rear.

Suppliers.

- Internal doors Travis Perkins Clacton.
- Skirting Architrave GC Softwoods Colchester.
- Kitchen Howdens Clacton.
- Ceramic Tiles.
- Flooring Brian Birt Clacton.
- Garage door BFCC Thorpe.
- Electrical Medlock.

'PLAN 3'



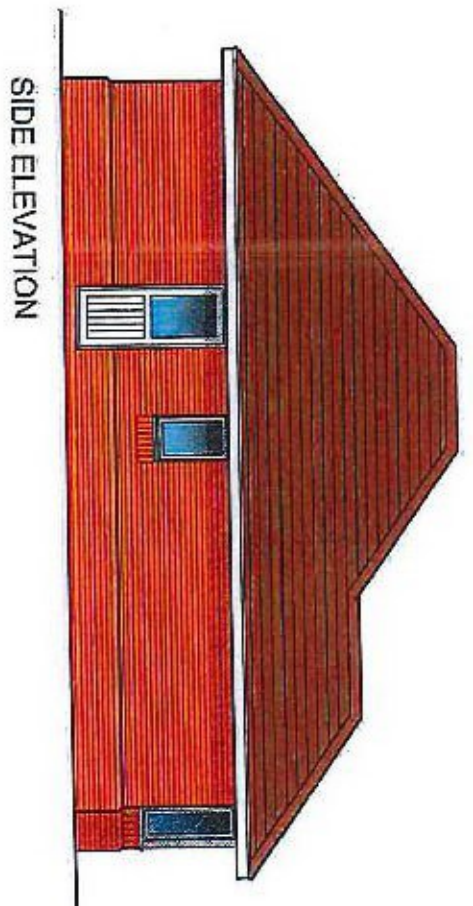
FRONT ELEVATION

ROOF:
FENLAND PANTILE
BRECKLAND BROWN

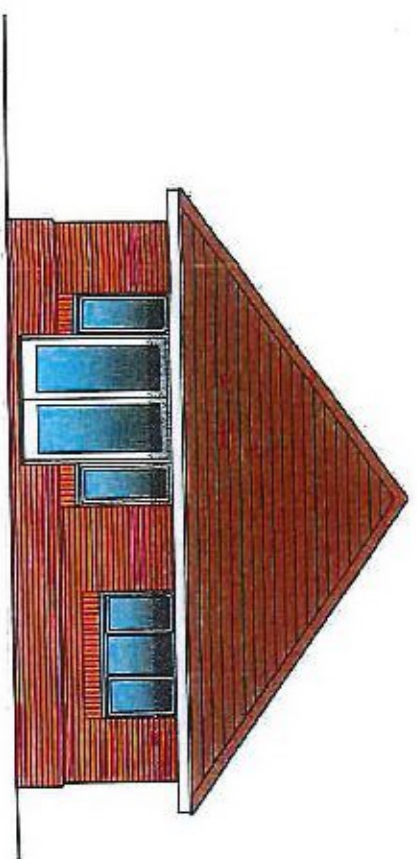
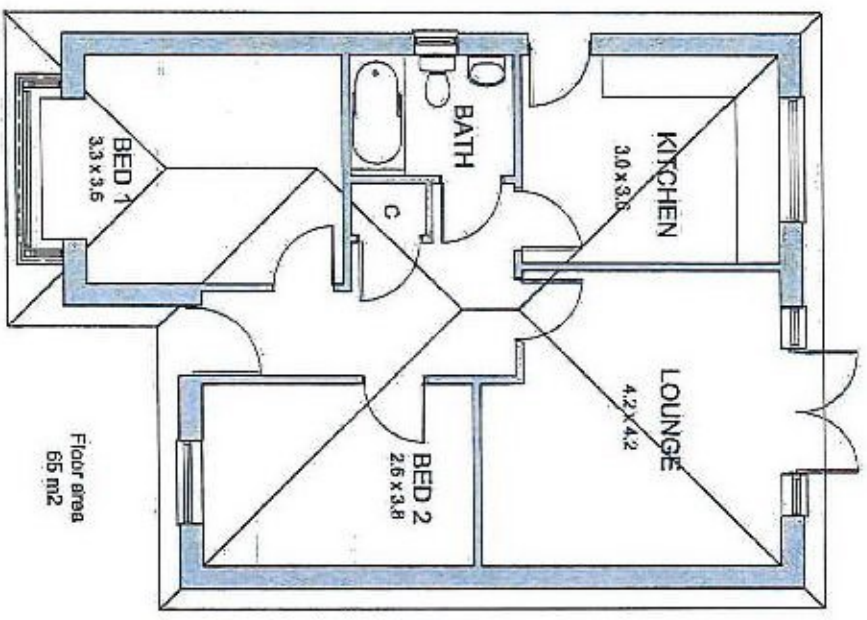
WALLS:
WIENERBERGER
MARDALE ANTIQUE



SIDE ELEVATION



SIDE ELEVATION



REAR ELEVATION



Proposed Development

Site to West of Edwards Drive
Clacton Road
Thorrington

Plot 1
HEATHER
(2 bed bungalow)

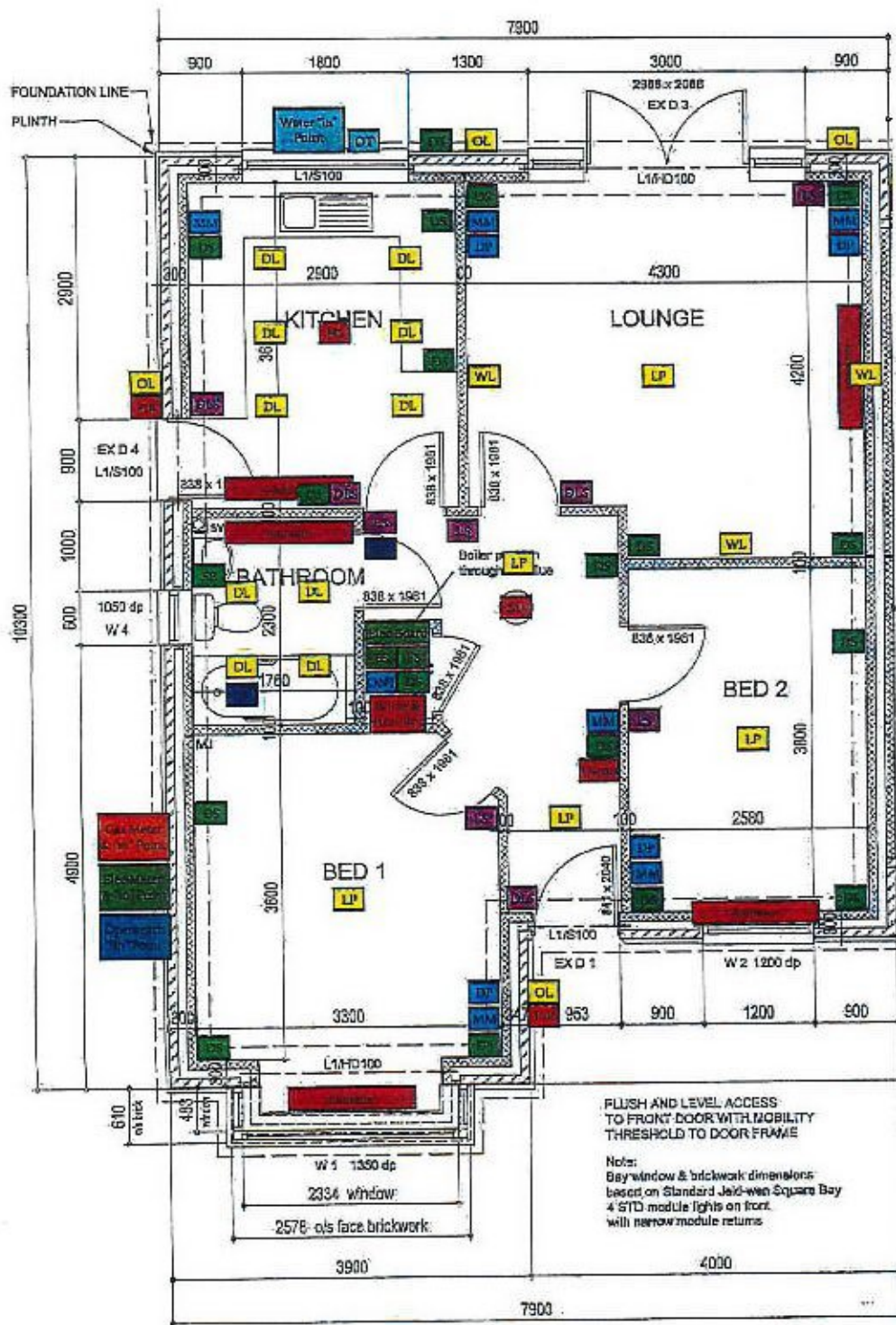
Tim Snow Architects

2A High Street, Brighton
East Sussex TN1 1JY
Tel: 01323 491200 Fax: 01323 491201

Scale: 1:100 @ A3
Date: July 2016

Drawing No: 812-202 B

'PLAN 4'



Drawing number: 812-102-B

Plots: 1

NOTE

Kitchen wall unit lights are switched from internal kitchen wall switch only



- Detached Garage Junction Box
- Openreach 'in' Point
- Electric Meter & 'in' Point
- Gas Meter & 'in' Point
- Electric Board
- Light - Pendant
- Light - Down
- Light - Outside
- Light - Wall
- Light - Floorcast



- Fused Spur
- Triple Light Switch
- Double Light Switch
- Light Switch
- Double Socket
- Stairing Point
- Mould Media - TV/Phone
- Extractor
- Extractor Switch
- Thermostat
- Radiator
- Boiler & Heat Recovery



- Heat Sensor
- Smoke Detector
- Outside Tap
- Water 'in' Point
- PIR Sensor
- Car Charging Point
- Optical Network Terminal
- Data Point