

120 Golf Green Road Jaywick Essex CO15 2RN

19/01859/FUL

This Deed of Confirmation and Unilateral Planning Obligation is made on

the 20 May 2020

BY

1 GREG JEREMY PANRUCKER of 39 Lancaster Gardens West Clacton-on-Sea CO15 6QQ (Landowner).

GIVEN TO

2 Tendring District Council of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE (Council);

Whereas

3 The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.

4 A planning application has been submitted to the Council (and allocated reference 19/01859/FUL) which seeks to amend aspects of Planning Permission 19/00337/FUL (the Pending Planning Application).

5 The Council is satisfied that Pending Planning Application should not be granted without the Landowner first giving the undertakings contained in this Deed.

It is agreed

1 Interpretation and definitions

1.1 In this Deed the following words and expressions have the following meanings:

2019 Undertaking means the Undertaking made the 29 July 2019 relating to 120 Golf Green Road Jaywick CO15 2RN in relation of 19/00337/FUL and made pursuant to Section 106 of the 1990 Act in relation to the Site.

Pending Planning Application means the planning application given reference number 19/01859/FUL by the Council.

6 **Varied Planning Permission** means the planning permission to be granted by the Council pursuant to the Pending Planning Application.

7 **Site** means the freehold property 120 Golf Green Road Jaywick Essex CO15 2RN registered at HM Land Registry with title number EX724721 and shown edged red on the plan attached to the Undertaking.

8 **Working Day** means any day from Monday to Friday inclusive which is not Christmas Day, Good Friday, a statutory holiday or a day between Christmas Day and New Year's Day.

1.2 The expressions **Council**, and **Landowner** shall include their respective successors in title and assigns.

1.3 Words and expressions definition in the 2019 Undertaking shall, where used in this Deed, have the meanings given to them in the 2019 Undertaking.

1.4 The headings in this Deed are for reference purposes only and do not affect its construction or interpretation.

1.5 Unless the context otherwise requires references in this Deed to clauses are to clauses in this Deed.

1.6 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

1.7 References to natural persons are to include corporations and vice versa.

1.8 The obligations in this Deed will not be enforceable against any party acquiring an interest in the Site solely by way of registered legal charge or mortgage, unless that party takes possession of the Site in which case they will be bound by obligations of this Deed as an owner, in relation to any parts of the Site over which it has a legal charge but not further or otherwise.

1.9 No person will be liable for any breach of the terms of this Deed relating to a part of the Site over which they have no legal interest or any breach occurring after the date on which they part with their interest in the Site or their interest in the part of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this clause 1.9.

1.10 No Statutory Undertaker shall be bound by any obligations rights and duties contained in this Deed and or be liable for any breach of a covenant and or obligation contained in this Deed.

1.11 If it is adjudged by any Court or other tribunal of competent jurisdiction that any part (as opposed to the whole) of this Deed is unlawful or unenforceable that part of the Deed shall be construed as severable from the remainder of this Deed to the effect that the Deed shall be construed and be enforceable as if the said part was never included in this Deed.

2 Statutory powers

2.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act and all other enabling powers and enactments which may be relevant for the purpose of giving validity to this Deed and is a planning obligation enforceable by the Council.

2.2 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by them under the 1990 Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions.

2.3 If any clause or sub-clause of this Deed shall be deemed to be unenforceable or ultra vires the remainder of this Deed shall remain in full force and effect provided severance from this Deed is possible.

2.4 This Deed is entered into on the basis that no person shall be liable for breach of a covenant contained in this Deed after they have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

2.5 This Deed is subject to the laws of England.

3 Landowner's Obligations

3.1 The Landowner covenants to the Council so as to bind the Site that it shall comply with and perform all of the obligations set out in the 2019 Undertaking as though the definition of Planning Permission in the 2019 Undertaking also included reference to the Varied Planning Permission, but only to the extent that such obligations have not already been discharged or performed.

4 Registration

This Deed may be registered as a local land charge by the Council.

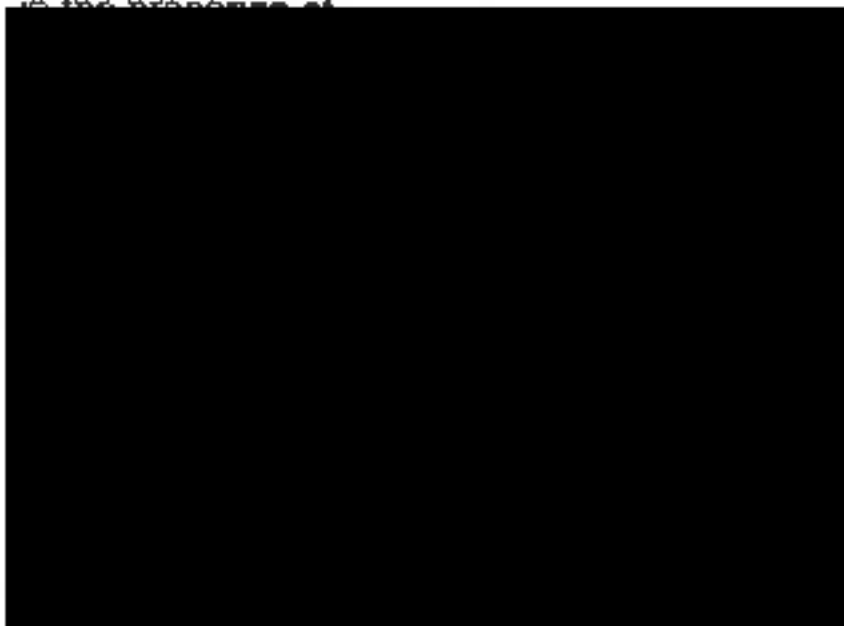
Executed as a deed by the Landowner
on the date of this Deed.



20/5/20

Signed as a deed by
GREG JEREMY PANRUCKER

in the presence of



20/5/20