

**Site: Mulberry, Harwich Road, Beaumont, Clacton On Sea, Essex**

**Planning Application reference: 20/00861/FUL**

THIS DEED is made the 28 day of September 2020

By **Gary William Smith and Wendy Patricia Smith and Katy Victoria Natalie Smith** of Mulberry, Harwich Road, Beaumont, Clacton On Sea, Essex CO16 0AU ("the Landowner")

#### RECITALS

1. Tendring District Council of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE ("the Council") is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule ("the Land") is situated and by whom the obligations contained in this Deed are enforceable.

2. The Landowner is a person interested in the Land as freehold owner.

3. An application Reference **20/00861/FUL** ("the Planning Application") has been made for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with the Council and forming part of the Planning Application more particularly set out in the Second Schedule ("the Development").

4. This Deed is enforceable should planning permission be granted by the Council or subsequently granted on appeal following the refusal of the application by the Council.

5. The Council has not determined the Planning Application and the Landowner enters into this obligation to the intent that any objections by the Council to the grant of planning permission are overcome;

**NOW THIS DEED** is made in pursuance of section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section

#### **WITNESSES** and as follows:

1. The Landowner covenants with the Council to perform the obligations specified in the Third and Fifth Schedules.

2. It is declared as follows:

2.1 The obligations in this Deed shall be enforceable in accordance with the provisions of section 106(3) of the Town and Country Planning Act 1990.

2.2 No person shall be liable for breach of a covenant contained in this Deed after he shall 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.

2.3 The covenants contained in this Deed shall take effect only upon the date specified by the Landowner in a written notice served upon the Council as the date upon which the Development is to be commenced or if no such notice is served the actual date on which the Development was begun within the meaning of section 56 of the Town and Country Planning Act 1990.

2.4 If the permission granted pursuant to the Planning Application shall expire before the Development is begun as defined above or shall at any time be revoked this Deed shall forthwith determine and cease to have effect.

2.5 Nothing in the Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than **19/00358/COUNOT** and **19/00909/FUL** relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Deed.

2.6 This Deed is a local land charge and shall be registered as such.

2.7 The Landowner requires the Council to use the sum paid in accordance with the Third Schedule for the purpose of mitigating harm arising from the Development at the Special Protection Area, Special Areas of Conservation and Ramsar site designated primarily to protect waders & wildfowl specified in the Fourth Schedule.

IN WITNESS whereof these presents have been duly executed as a Deed by the Landowner hereto the day and year first before written.

#### **FIRST SCHEDULE "the Land"**

Part of the freehold property known as Mulberry, Harwich Road, Beaumont, Clacton On Sea, Essex CO16 0AU registered at H M Land Registry under title number EX836835 for the purposes of identification only shown edged red on the plan attached to or incorporated within this deed.

#### **SECOND SCHEDULE "the Development"**

Proposed three bed dwelling (repositioning of dwelling as approved under planning permission 19/00909/FUL as described in the Planning Application).

#### **THIRD SCHEDULE Recreational Disturbance, Avoidance & Mitigation Contribution (RAMS)**

1. To notify the Council before commencement of the Development to allow the calculation of the **RAMS** contribution (being £125.58 x (multiplied) by the net increase in the number of new Dwellings) using the Index from April 2020 as the base index and the latest published Index to calculate the percentage change.

2. Not to commence the Development unless and until the said **RAMS** contribution has been paid.

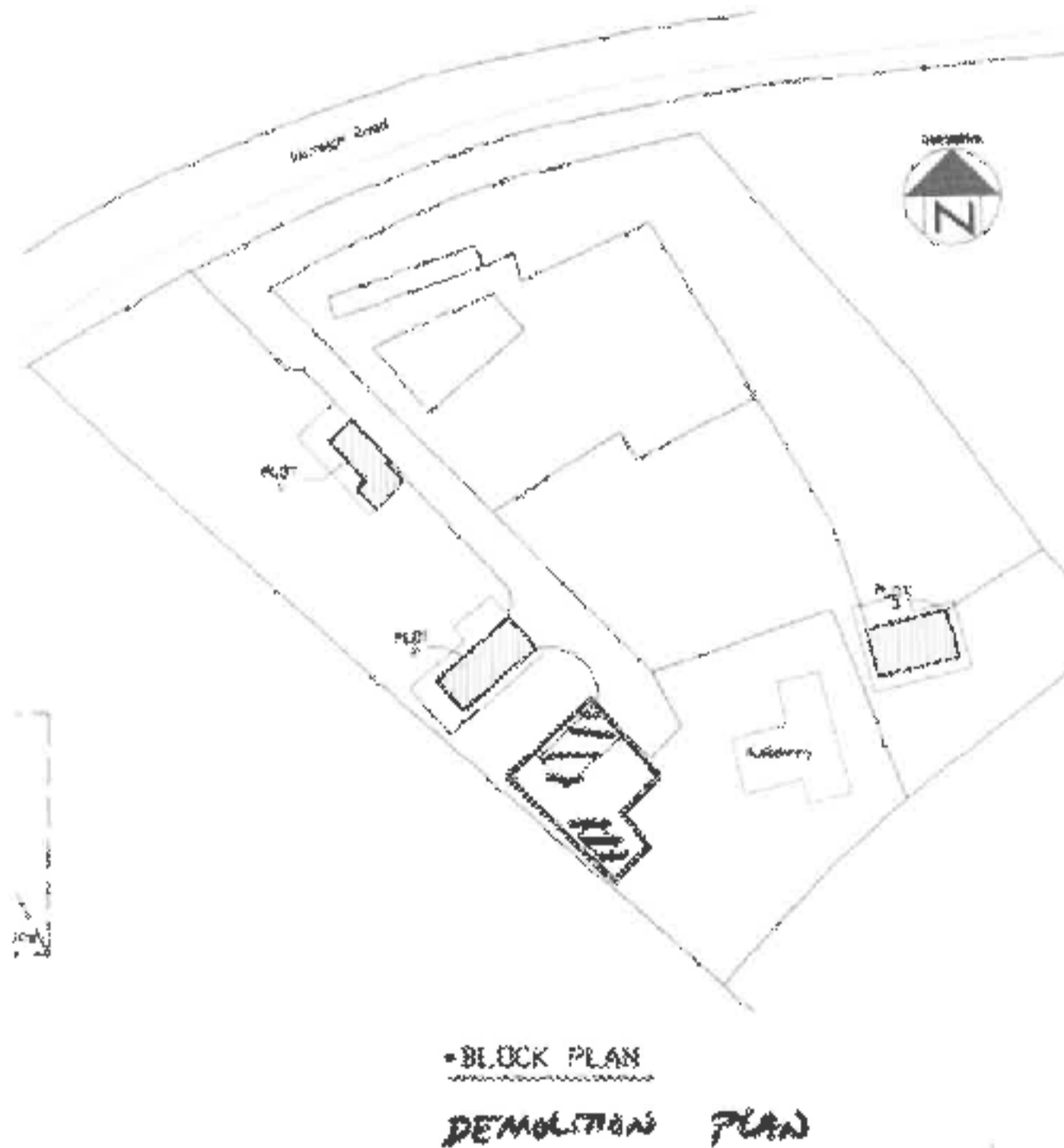
3. Notifications and payments shall be marked for the attention of the Section 106 Officer, Tendring District Council, Council Offices, Weeley, Clacton-on-Sea, Essex, CO16 9AJ or via email at [obligations@tendringdc.gov.uk](mailto:obligations@tendringdc.gov.uk)

#### **FOURTH SCHEDULE Relevant Designated European Wildlife Site**

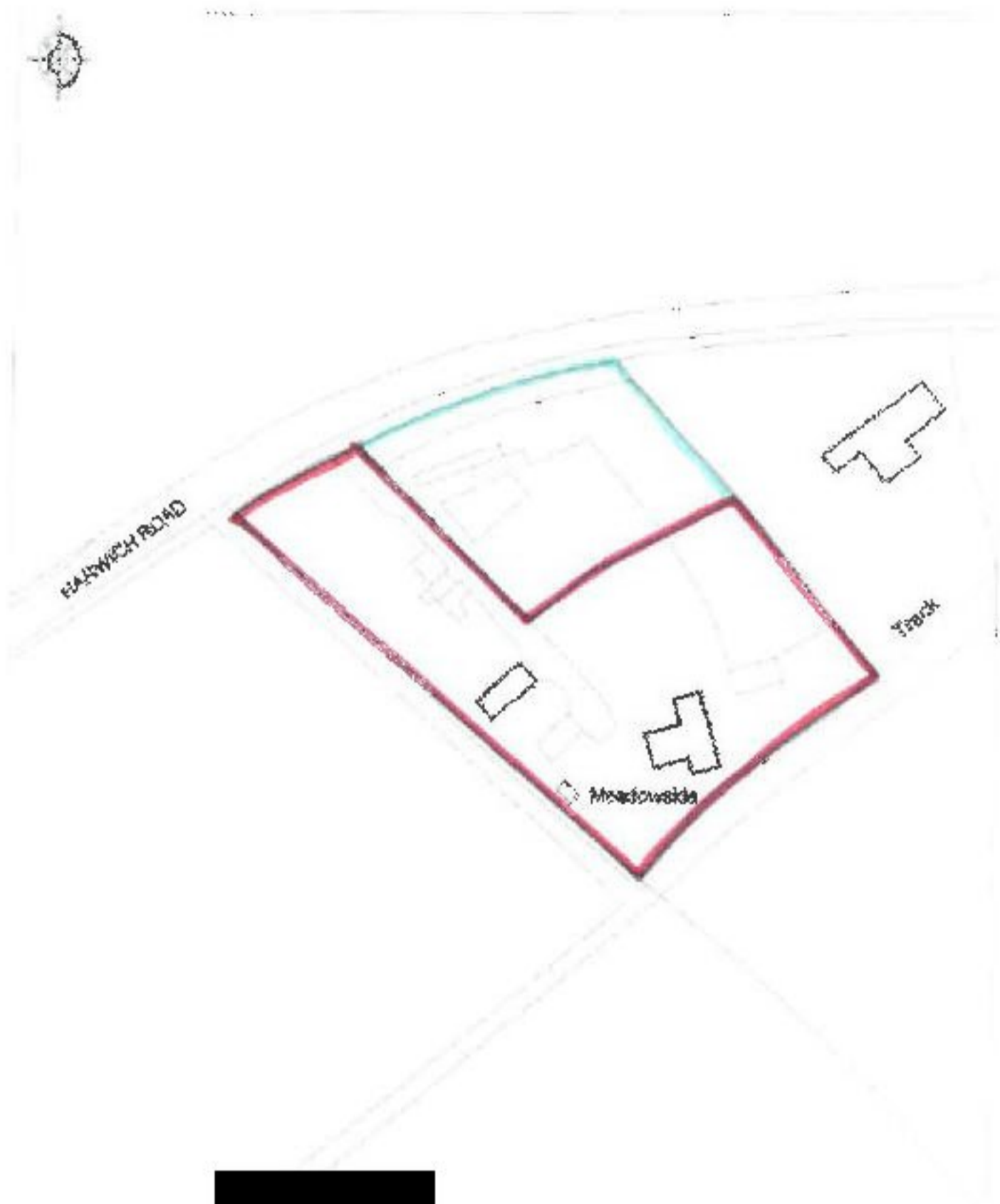
Special Areas of Conservation and Ramsar site(s) at Hamford Water RAMSAR site and SAC designated primarily to protect waders & wildfowl.

**FIFTH SCHEDULE ONLY ONE DWELLING IS TO BE BUILT ON THE LAND.**

1. Before commencement of the Development to demolish those former agricultural buildings marked as plot 1 plot 2 and plot 3 and those buildings hatched black on the Demolition Plan incorporated within this deed and not to commence or further build out planning permission 19/00358/COUNOT which is to be regarded as revoked.
2. Not to commence or further build out planning permission 19/00909/FUL which is to be regarded as revoked upon the commencement of the Development.
3. At any reasonable time during daylight hours to allow council officers to inspect the Land to satisfy the council that the terms of this schedule have been complied with.
4. To pay to the council on a full indemnity all costs that the council incurs in taking any action required to enforce compliance with this schedule should this schedule not be completely complied with by the Landowner.



The Land



SIGNED as a deed by



**Gary William Smith** in the presence of:

Witness' signature:



Name:



Address:

Occupation:



SIGNED as a deed by



**Wendy Patricia Smith** in the presence of:

Witness' signature:



Name:



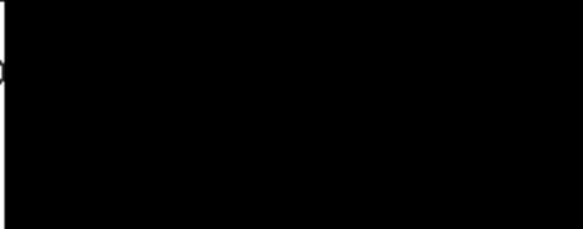
Address:



Occupation:



SIGNED as a deed by



**Katy Victoria Natalie Smith** in the presence of:

Witness' signature:



Name:



Address:



Occupation:

