

PLANNING AGREEMENT

DATED 22nd January 2020 2021

TENDRING DISTRICT COUNCIL (1)

AND

DOROTHY EVELYN JOHNSON and EDNA KATHLEEN FAIRCLOUGH (2)

AND

INIQUITY LIMITED and ESSEX TRADE MAINTENANCE COMPANY LIMITED and
HEPPELL PROPERTIES LIMITED and EMEX75 LIMITED (3)

**MODIFICATION OF
PLANNING OBLIGATION BY AGREEMENT**

made pursuant to Section 106 of the Town and Country Planning Act 1990
(as amended) in relation to a Planning Obligation by Agreement dated
13 February 2019 relating to the development of land lying to the east of
London Road, Little Clacton, Clacton on Sea, Essex CO16 9RB

Planning Application: 17/00790/FUL



Charter Court
Newcomen Way
Severalls Business Park
Colchester
Essex CO4 9YA
Ref: SS/218144/4

THIS MODIFICATION OF A PLANNING OBLIGATION BY AGREEMENT is dated

2020 and made BETWEEN:

- (1) **TENDRING DISTRICT COUNCIL** of Council Offices, Thorpe Road, Weeley, Essex CO16 9AJ ("the Council");
- (2) **DOROTHY EVELYN JOHNSON** and **EDNA KATHLEEN FAIRCLOUGH** of 59 London Road, Little Clacton, Essex CO16 9RB (collectively referred to as "the Owner"); and
- (3) **INIQUITY LIMITED** (company number 07305468) whose registered office is at 92 Station Road, Clacton on Sea, Essex CO15 1SG and **ESSEX TRADE MAINTENANCE COMPANY LIMITED** (company number 03948928) whose registered office is at 15 Fairfield Road, Clacton on Sea, Essex CO15 3QR and **HEPPELL PROPERTIES LIMITED** (company number 08866156) whose registered office is at 43 St Osyth Road, Clacton on Sea, Essex CO15 3BT and **EMEX75 LIMITED** (company number 10196882) whose registered office is at 92 Station Road, Clacton on Sea, Essex CO15 1SG (collectively referred to as "the Developers")

WHEREAS:-

- A. The Owner has the freehold interest in the site registered at H.M. Land Registry under Title No. EX910716, EX658779 & EX603123 ("the Site")
- B. For the purposes of the Town and Country Planning Act 1990 ("the 1990 Act") the Council are the local planning authority for the area within which the Site is situated
- C. By an Agreement dated 13 February 2019 and made between Tendring District Council (1) Dorothy Evelyn Johnson and Edna Kathleen Fairclough (2) and Iniquity Limited, Essex Trade Maintenance Company Limited and Heppell Properties Limited and Emex75 Limited (3) the Site was made subject to a Planning Obligation ("the Planning Obligation") in connection with a planning application reference no. 17/00790/FUL for development of the site for 30 dwellings
- D. The Planning Obligation remains enforceable by the Council and against the Owner

NOW IT IS AGREED as follows:

1 This modification of a Planning Obligation by agreement is made pursuant to section 106 of the 1990 Act to the intent that it shall bind the Council and the Owner and their successors in title to each and every part of the Site as provided in those sections

2 As from the date hereof the Planning Obligation shall have effect in relation to all the land affected by it but varied as follows:

a. Clause 3 of the Schedule shall be deleted and replaced with the following clause:
If Commencement of the Development does not occur within thirty six (36) calendar months of the date the Planning Permission is granted then the Owner shall not commence the Development unless and until: (a) an up-to-date Viability Assessment has been carried out and submitted to the Council for the Council to evaluate; and (b) the Council has confirmed in writing that the up-to-date Viability Assessment accords with the definition of Viability Assessment herein.

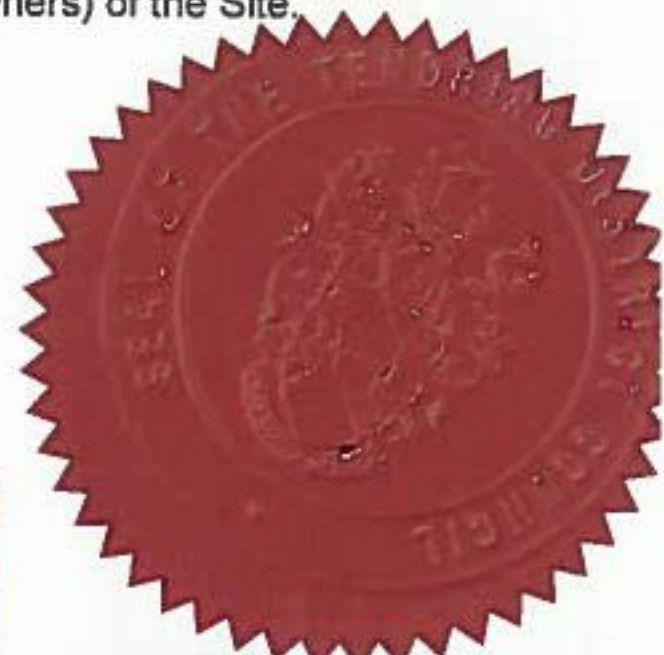
b. Clause 5 of the Schedule shall be deleted and replaced with the following clause:
In the event that Completion does not occur within five (5) years of the date that the Planning Permission was granted then the Owner shall submit an up-to-date Viability Assessment to the Council for the Council to evaluate and confirm in writing that the up-to-date Viability Assessment accords with the definition of Viability Assessment herein

but otherwise the Planning Obligation shall remain in full force.

3 The Owner covenants with the Council to pay on completion hereof the Council's reasonable legal costs incurred in connection with the preparation and completion of this Agreement.

4 The Developers hereby consent to the Owner entering into this Agreement and in addition the Developers agree, confirm and acknowledge that their respective interests in the Site shall be bound by the covenants and provisions contained in this Agreement in the event that the Developers (all or any of them) become the freehold owner (or owners) of the Site.

EXECUTED as a DEED when THE COMMON
SEAL of TENDRING DISTRICT
COUNCIL was hereunto affixed in
the presence of:-



SIGNED as a DEED by DOROTHY)
EVELYN JOHNSON)
in the presence of:)

[REDACTED]

SIGNED as a DEED by EDNA)
KATHLEEN FAIRCLOUGH)
in the presence of:)

[REDACTED]

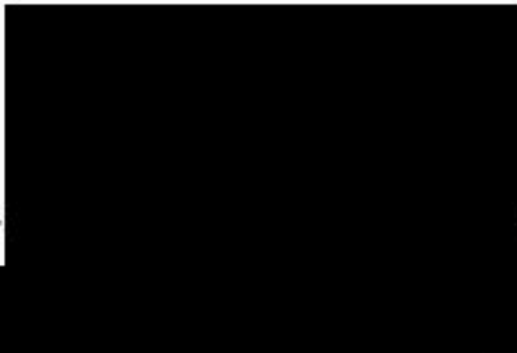
EXECUTED as a DEED by)
INIQUITY LIMITED acting by its)
director in the presence of:)

[REDACTED]

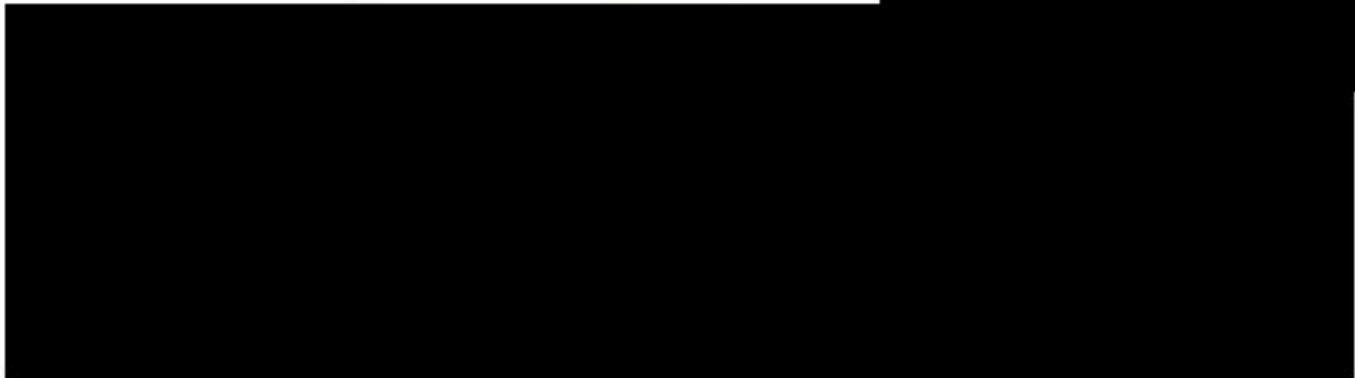
EXECUTED as a DEED by)
HEPPELL PROPERTIES LIMITED)
acting by its director in the presence)
of:)

[REDACTED]

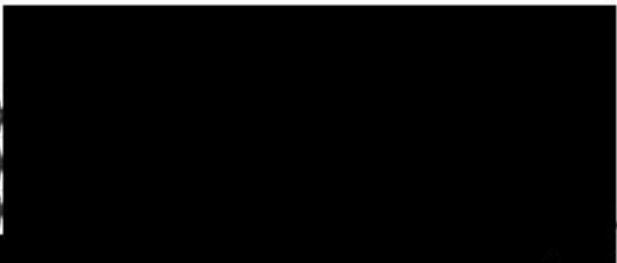
EXECUTED as a DEED by)
ESSEX TRADE MAINTENANCE)
LIMITED acting by its director)
in the presence of:)



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EXECUTED as a DEED by)
EMEX5 LIMITED acting by its)
director in the presence of:)



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