

Site: Land to the South of Ramsey Road, Ramsey, Essex CO12 5EW

Planning Application reference: 22/00368/ROC

THIS DEED is made the 21 day of November 2022

By:

- (1) **MAYES LANE SPV LIMITED** (Co. Regn. No. 13098613) whose registered office is situated at 68 Auriel Avenue, Dagenham, England, RM10 8BT (“the Landowner”);
- (2) **MSP CAPITAL LIMITED** (Co. Regn No. 01543169) whose registered office is situated at Strata House, 12-14 Castle Street, Poole, England, BH15 1BQ (“the First Chargee”); and
- (3) **NIGEL ROBERT NEAL** and **CHRISTINE MARY MORFOOT** both of 16a London Road, Stanway, Colchester CO3 0HA and of 28 Ramsey Road, Harwich CO12 4RZ (“the Second Chargee”)

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 registered at HM Land Registry under title number EX877595 free from any encumbrances that would prevent the Landowner from entering into and performing the covenants given in this Deed.
3. The Land is subject to registered charges in favour of the First Chargee and the Second Chargee and which registered charges appear on the charges register for title number EX877595 (at the entries numbered 3 and 5).
4. Planning permission was granted by the Council under reference 19/00917/OUT on 27 August 2020 for the development of 31 dwellings and 10 almshouse type bungalows for older persons and associated open space on the Land subject to conditions (“the Original Planning Permission”).
5. The description of the development in the Original Planning Permission was later amended following the approval by the Council of a non-material amendment application reference 22/00935/NMA (“the NMA Approval) on 24 June 2022 which altered the original description from 'Outline application for development of 31 dwellings and 10 almshouse type bungalows for older persons and associated open space' to 'Outline application for development of 31 dwellings and 10 bungalows and associated open space' to remove reference to 'older persons'
6. A unilateral undertaking was given on 10 August 2020 by Nigel Robert Neal and Christine Mary Morfoot the Second Chargee who were the landowners at the time of the unilateral undertaking containing planning obligations in respect of the grant of planning permission under reference 19/00917/OUT (“the Unilateral Undertaking”).

7. The obligations in the Third, Fourth and Fifth Schedules of the Unilateral Undertaking have been discharged, and in respect of Paragraph 1 of the Sixth Schedule the Affordable Housing plan has been submitted to and approved by the Council.

8. An application reference 22/00368/ROC (“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”).

9. This Deed is enforceable should Planning Permission be granted by the Council for the Development or subsequently granted on appeal following the refusal of the Planning Application by the Council.

10. The Council has not determined the Planning Application and the Landowner enters into this obligation to the intent that it will bind the Land and its successors in title and any objections by the Council to the grant of Planning Permission for the Development 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 so as to bind the Land covenants with the Council to perform the obligations set out in this Deed including the Third Schedule to this Deed.

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 by the Council as Local Planning Authority.

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 immediately upon the completion of this Deed and the grant of the Planning Permission for the Development pursuant to the Planning Application.

2.4 If the Planning 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 one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Deed.

2.6 The First Chargee and the Second Chargee acknowledge and declare that this Deed has been entered into by the Landowner with their consent and that the Land registered at HM Land Registry with Title Number EX877595 shall be bound by the obligations contained in this

Deed and the security of the mortgages over the said Land shall take effect subject to this Deed PROVIDED ALWAYS that the Chargees shall otherwise have no liability under this Deed unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Landowner.

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

2.7 If the Planning Application is refused by the Council or on appeal this Deed shall cease to have effect.

2.8 The obligations in this Deed will not be enforceable against the individual owners or occupiers or mortgagees of any Dwellings constructed on the Land pursuant to the Planning Permission nor against any owners or occupiers of any part of the Land in use for providing electricity gas water or other services to the Land.

2.9 The Landowner covenants to pay upon completion of this Deed to the Council its reasonable and proper legal costs in a sum not to exceed £1,250.00 (no VAT) in connection with the negotiation and completion of this Deed.

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”

The freehold land and buildings on the land adjoining Garden Villa, Ramsey Road, Harwich, CO12 5EW registered at H M Land Registry under title number EX877595 for the purposes of identification only shown edged red on the plan attached to or incorporated within this Deed.

SECOND SCHEDULE “the Development”

Variation of the Original Planning Permission by the removal of condition 18 to remove age limit restrictions as described in the Planning Application.

THIRD SCHEDULE - ADHERENCE TO THE TERMS OF THE PLANNING OBLIGATIONS GIVEN IN THE UNILATERAL UNDERTAKING DATED 10 AUGUST 2020

1. In this schedule unless the context requires otherwise the following words and expressions shall have the following meanings

“NMA Approval”

means the non-material amendment approval given reference 22/00935/NMA which changed the description of the development in the Original Planning Permission from 'Outline application for development of 31 dwellings and 10 almshouse type bungalows for older persons and associated open space' to 'Outline application for development of 31 dwellings and 10 bungalows and associated open space' to remove reference to 'older persons'

“Original Planning Permission”	means the planning permission granted by the Council under reference 19/00917/OUT on 27 August 2020 and amended by the NMA Approval under reference 22/00935/NMA for the development of 31 dwellings and 10 almshouse type bungalows and associated open space on the Land (as described in the First Schedule of this Deed) subject to conditions;
“Planning Application”	means the planning application given reference 22/00368/ROC by the Council for the Development (as described in the Second Schedule of this Deed);
“Planning Permission”	means the grant of planning permission for the Development in accordance with the Planning Application;
“Unilateral Undertaking”	means the unilateral undertaking given on 10 August 2020 by Nigel Robert Neal and Christine Mary Morfoot containing planning obligations in respect of the Original Planning Permission.

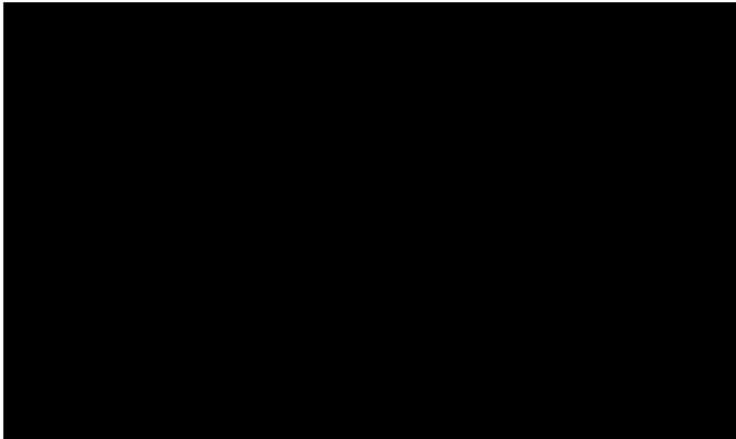
2. The Landowner hereby covenants that upon the issue of the Planning Permission:
 - 2.1 the Unilateral Undertaking shall apply to the Planning Permission; and
 - 2.2 any development carried out on the Land pursuant to the Planning Permission shall be carried out entirely in accordance with the terms of the Unilateral Undertaking; and
 - 2.3 it will observe and perform the Landowner covenants and in all respects to comply with the obligations of the Landowner arising from the Unilateral Undertaking.

3. In the event that the Land is developed pursuant to the Planning Permission then the Landowner hereby covenants with the Council that:
 - 3.1 any reference to the “Planning Permission” in the Unilateral Undertaking shall be read as meaning the Planning Permission as defined in this Deed; and
 - 3.2 the Development shall be carried out entirely in accordance with the terms of the Unilateral Undertaking.

PLAN

Executed as a Deed by:

MAYES LANE SPV LIMITED acting by two directors



Executed as a Deed by:

MSP CAPITAL LIMITED acting by two directors

Signature of First Director _____

Print Name:

Signature of Second Director _____

Print Name:

SIGNED as a Deed by:

NIGEL ROBERT NEAL: _____

In the presence of:

Witnessed by

Signature of witness: _____

Name

Address

Occupation

SIGNED as a Deed by:

CHRISTINE MARY MORFOOT: _____

In the presence of:

Witnessed by

Signature of witness: _____

Name

Address

Occupation

Site: Land to the South of Ramsey Road, Ramsey, Essex CO12 5EW

Planning Application reference: 22/00368/ROC

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PLAN

19-14 Castle Street
Fools
1912 160

Executed as a Deed by:

MAYES LANE SPV LIMITED acting by two directors

Signature of First Director _____

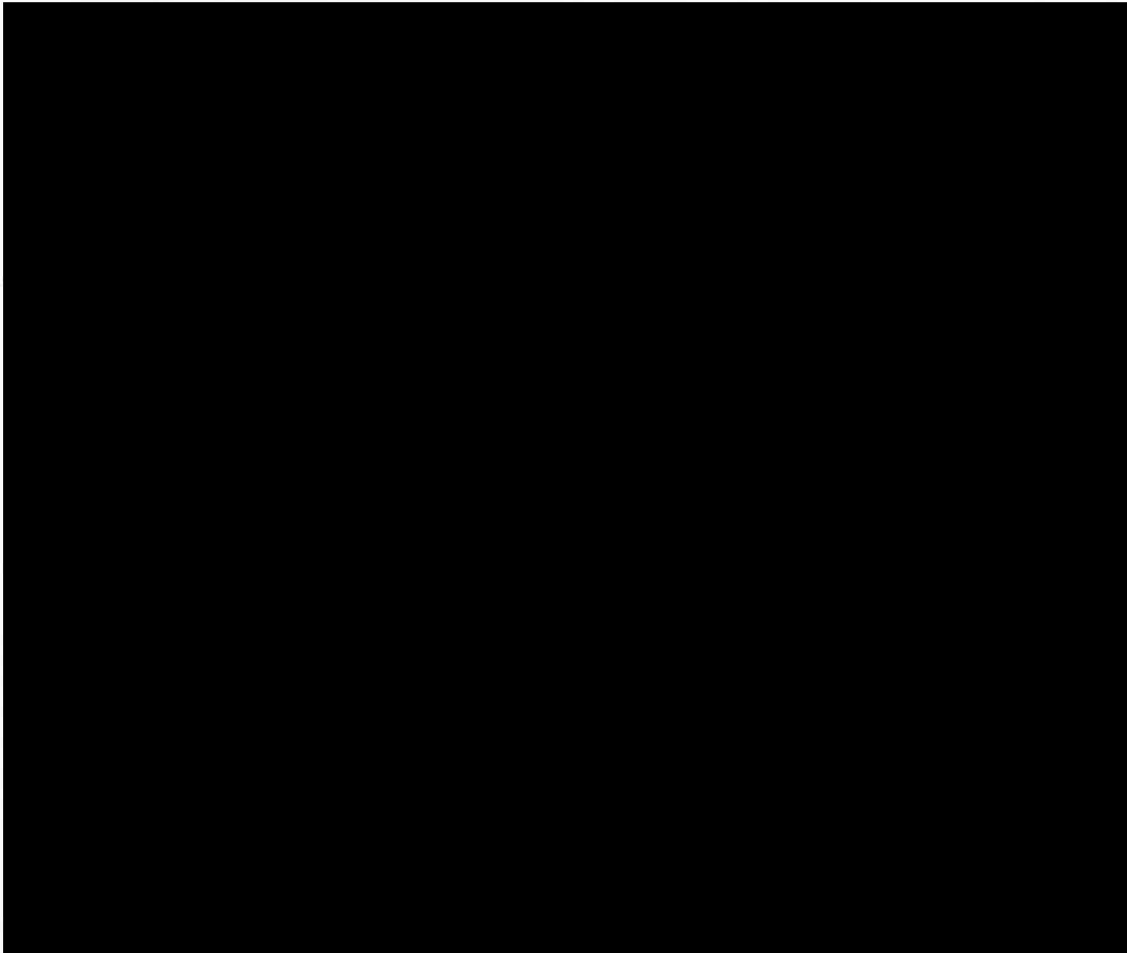
Print Name:

Signature of Second Director _____

Print Name:

Executed as a Deed by:

MSP CAPITAL LIMITED acting by ^a~~two~~ directors



SIGNED as a Deed by:

NIGEL ROBERT NEAL: _____

In the presence of:

Witnessed by

Signature of witness: _____

Name

Address

Occupation

SIGNED as a Deed by:

CHRISTINE MARY MORFOOT: _____

In the presence of:

Witnessed by

Signature of witness: _____

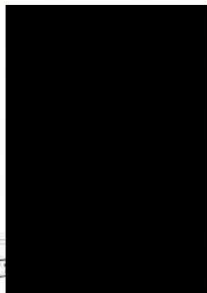
Name

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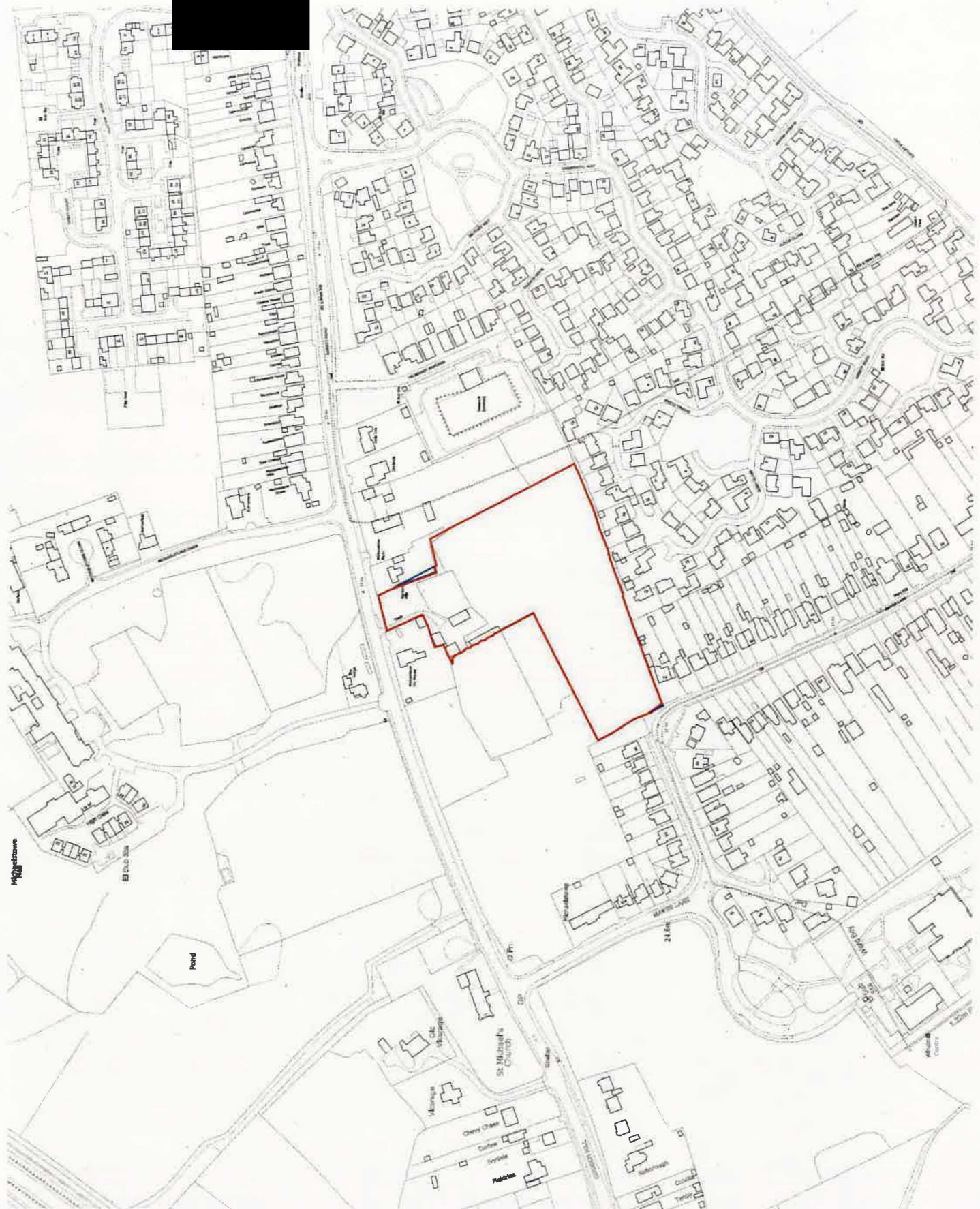
Occupation

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Key:



Information



Client:

Mr O. Olushanu

Drawing:

Existing location plan

Project:

Residential development
 Land South of Ramsey Road
 and East of Mayes Lane
 Ramsey, Essex, CO12 5EW

Scale:

1:1250 @ A1

Date:

Dec 2020

Checked by:

AJ

Job Number:

0825

Status:

PLANNING

Drawing No / Rev:

0825_A_SC_01



GROW Design Studio
 100 High Street, South
 Essex, CO1 1AA
 Telephone: 0206 300 300
 Email: info@growdesignstudio.co.uk

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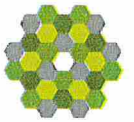
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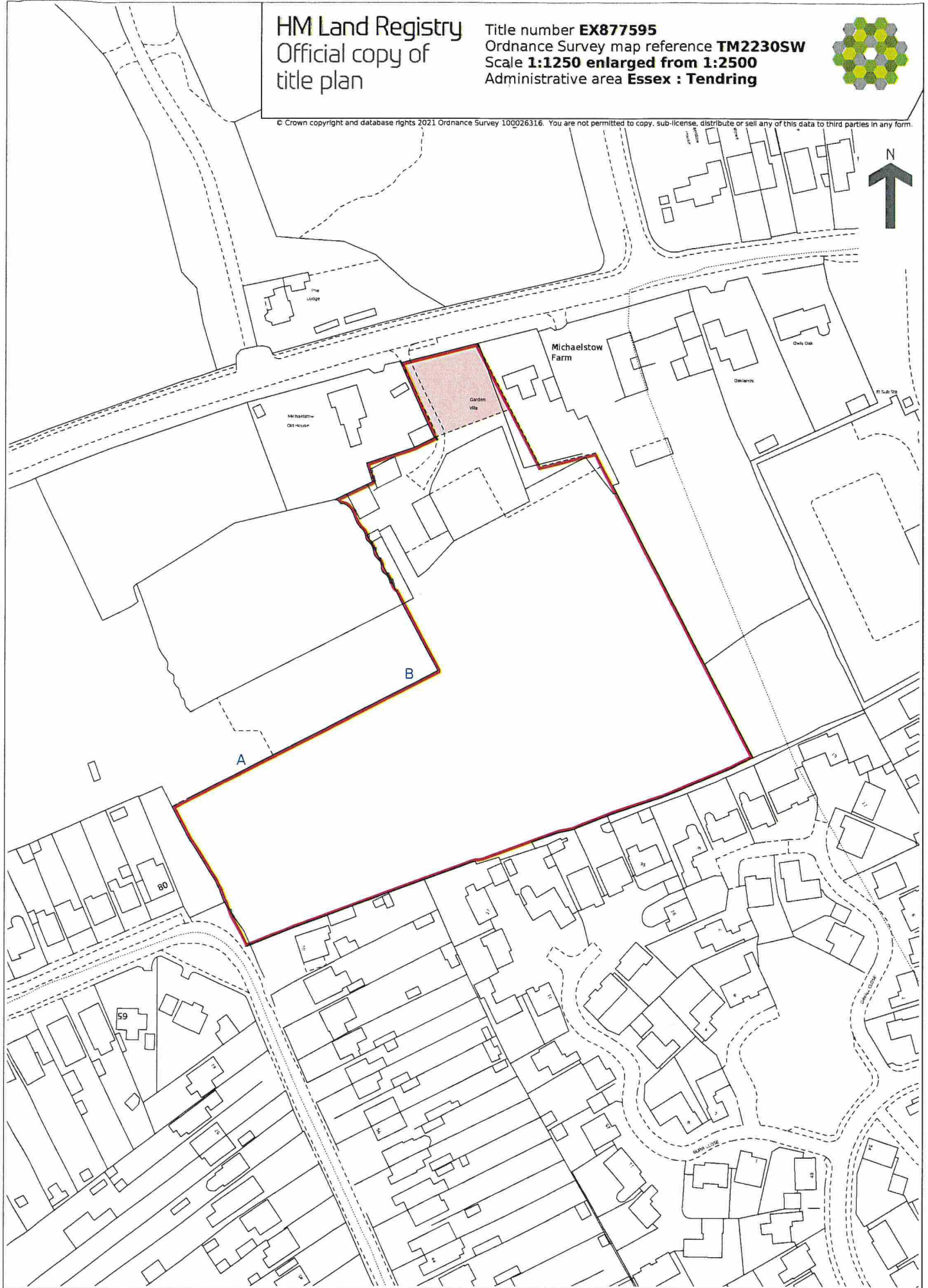
PLAN

HM Land Registry
Official copy of
title plan

Title number **EX877595**
Ordnance Survey map reference **TM2230SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Essex : Tendring**



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Print Name:

Signature of Second Director _____

Print Name:

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Signature of First Director _____

Print Name:

Signature of Second Director _____

Print Name:

SIGNED as a Deed by:

NIGEL ROBERT NEAL



In the presence of:

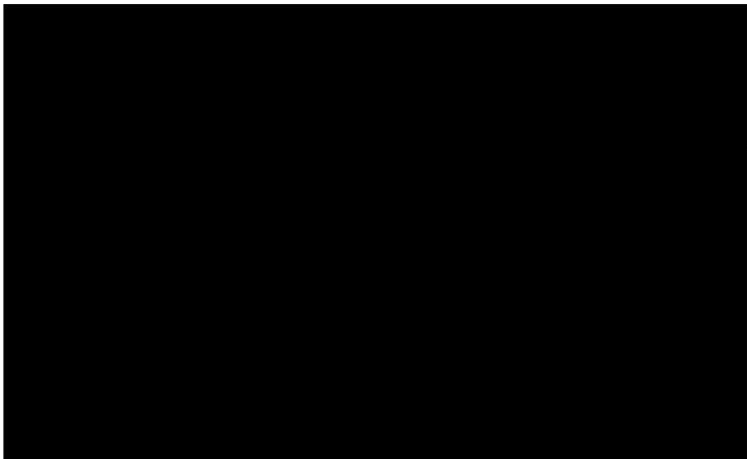


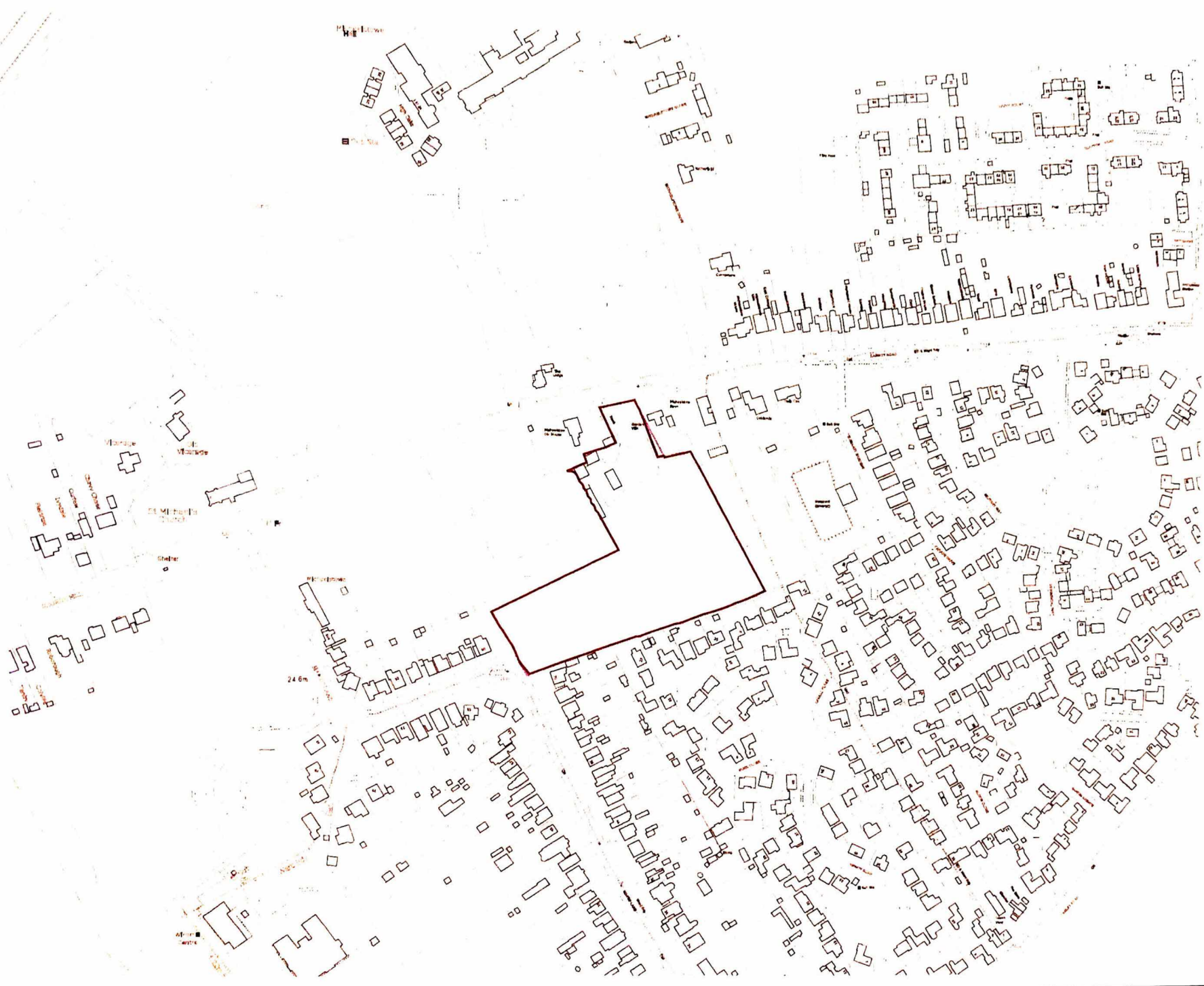
SIGNED as a Deed by:

CHRISTINE MARY MORFOOT:



In the presence of:





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Information



21 November 2022

Rev. Description

Client
Mr O. Olushanu

Drawing
Existing location plan

Project
**Residential development
Land South of Ramsey Road
and East of Mayes Lane
Ramsey, Essex, CO12 5EW**

Scale
1:1250 @A1

Date
Dec 2020

Drawn by
AJ

Checked by
-

Job Number
0825

Status
PLANNING

Drawing No / Rev
0825_A_SC_01

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