

DATED

19th June

2025

HARRISON UK LIMITED

UNILATERAL UNDERTAKING

RELATING TO S.106 TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO PROPERTY
SITUATE AT AND
KNOWN AS

LAND AT MAKINS ROAD
AND COLLIER ROAD,
HARWICH,
ESSEX,
CO12 4QD

Valemus Law
Tallis House
2 Tallis Street
Temple
London
EC4Y 0AB
Tel: +44 (0)333 339 0309

Planning Application reference: 25/00210/VOC

THIS DEED is made the

19th

day of

June

2025

By:

- (1) **HARRISON UK LIMITED** incorporated and registered in England and Wales with company number 03061398 whose registered office is at Unit 3 Threshelfords Business Park Inworth Road, Feering, Colchester, England, CO5 9SE ("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 (excluding part of Makins Road) as freehold owner registered at HM Land Registry under title number EX833814 free from any encumbrances that would prevent the Landowner from entering into and performing the covenants given in this Deed.
3. Planning permission was granted by the Council under reference 21/01130/FUL on 15th September 2022 for proposed erection of terrace of 9 x two-bedroom units with private amenity space and parking ("the Original Planning Permission").
4. A unilateral undertaking was given into on 9th September 2022 by the Landowner in respect of the grant of planning permission under reference 21/01130/FUL ("the Original Unilateral Undertaking").
5. An application reference 25/00210/VOC ("the Planning Application") has been made for permission to vary the Original Planning Permission and 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").
6. 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.
7. 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 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. This Deed is a local land charge and shall be registered as such.
- 2.7. 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 £825 (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"

Land at Makins Road and Collier Road, Harwich, Essex, CO12 4QD for the purposes of identification shown edged red on the plan attached to or incorporated within this Deed.

SECOND SCHEDULE “the Development”

Application under Section 73 of the Town and Country Planning Act for Variation of Conditions 2 (Approved drawings) of application 21/01130/FUL to move the terrace away from the road by 600mm and rotate anti-clockwise by 1.5 degrees in accordance and as detailed in the Planning Application.

**THIRD SCHEDULE - ADHERENCE TO THE TERMS OF THE PLANNING OBLIGATIONS
GIVEN IN THE ORIGINAL UNILATERAL UNDERTAKING DATED 9TH SEPTEMBER 2022**

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

"Original Planning Permission"	means the planning permission granted by the Council with reference 21/01130/FUL;
"Planning Application"	means the planning application given reference 25/00210/VOC by the Council for the Development (as described in Second Schedule of the Deed);
"Planning Permission"	means the grant of planning permission for the Development in accordance with the Planning Application;
"Original Unilateral Undertaking"	means the Unilateral Undertaking dated 9 th September 2022 given by Harrison UK Limited in respect of the Original Planning Permission to the Council.

2. The Landowner hereby covenants that upon the issue of the Planning Permission:

2.1 the Original Unilateral Undertaking shall apply to the Planning Permission; and

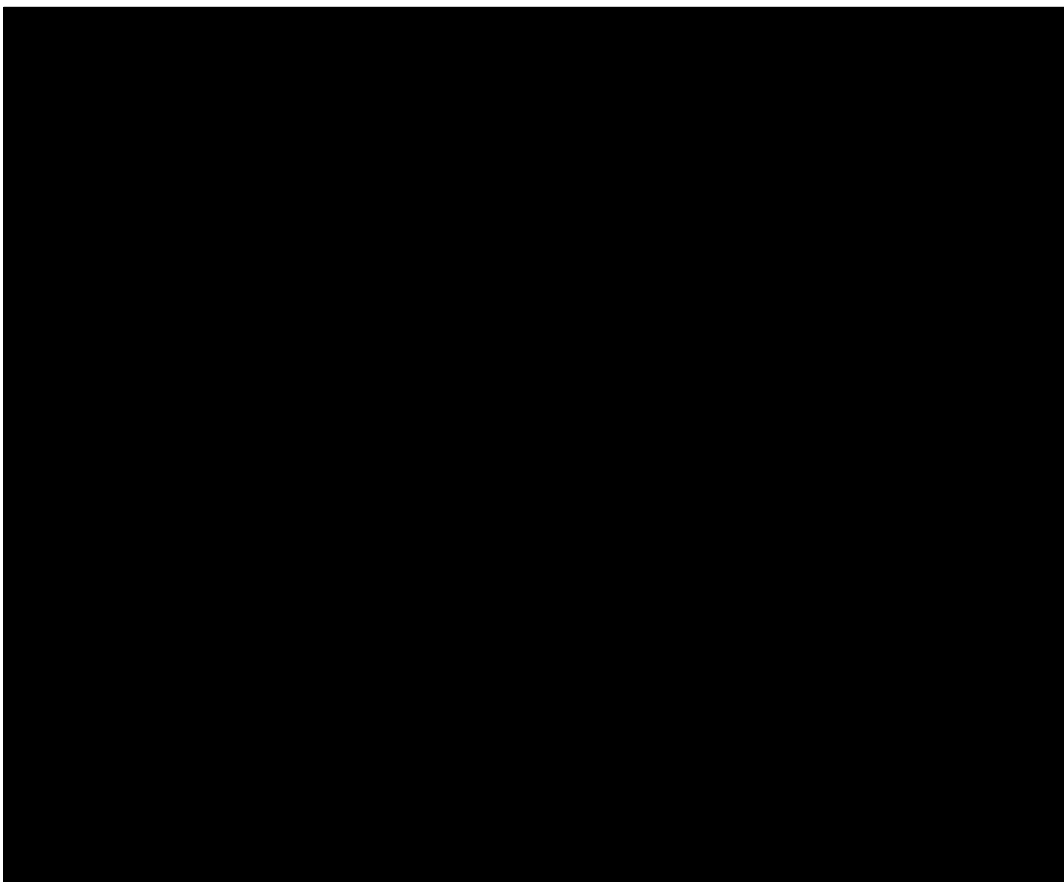
2.2 any development carried out on the Land pursuant to the Planning Permission shall be carried out entirely in accordance with the terms of the Original Unilateral Undertaking; and

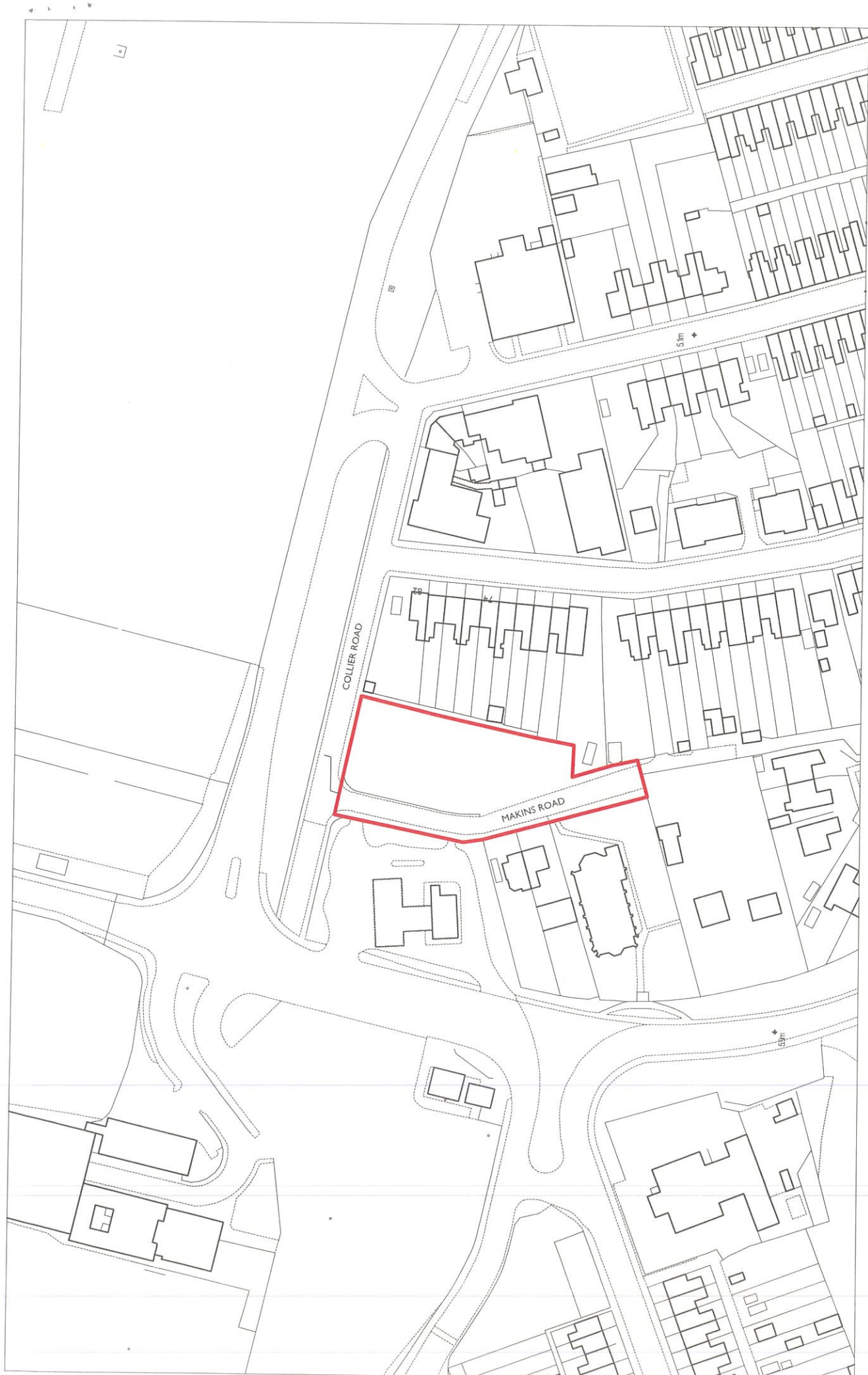
2.3 to observe and perform the Landowner covenants and in all respects to comply with the obligations of the Landowner arising from the Original Unilateral Undertaking.

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 Original 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 Original Unilateral Undertaking.





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Information:



Rev	Description	Date

Project: Residential Development
Address: Makins Road, Dovercourt, Essex
Drawing: BLOCK PLAN
Client: Mr P Harrison
Date: 03/03/2021
Drawn / checked: JC / AJ
Scale: 1:1000 @ A3
Drawing no / Rev: 0580_01A
Status: DEVELOPED