Site at : 36A St Osyth Road, Clacton-on-Sea, Essex

Planning reference : 26/00815/FUL

THIS DEED is made the 2nd day of October 2026

By **CAMYARD LTD** (Co. Regn. No. 12432875) whose registered office is situate at 38 Jasper Road, Beckton, London E16 3TR ("the Beneficial Owner)

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 beneficial owner excluding the access which is edged yellow pursuant to a Transfer of land registered at H M Land Registry under title number EX703404 dated 16 April 2026 and will become the registered legal owner of the land transferred on the completion of registration by the Land Registry.

3. Planning Permission given planning reference 26/00815/FUL ("the Planning Permission") was granted by the Council on 21 July 2026 for permission to develop the Land in the manner and for the uses set out in the Planning Permission and in the plans specifications and particulars deposited with the Council and forming part of the Planning Permission more particularly set out in the Second Schedule ("the Development").

4. The Landowner enters into this obligation to discharge condition 7 of the Planning Permission.

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 in this Deed and as specified in the Third Schedule of this Deed and to bind their successors in title.

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 (save for clause 3) 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 Planning Permission shall expire before the Development is begun 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 Permission) 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 to the site specified in the Fourth Schedule.

2.8 Where an amount is stated to be paid Index Linked the amount shall be increased or decreased by applying the RPI All Items Index Jan 1987 = 100 published by the Office for National Statistics using the formula A = B x C divided by D - where A is the amount actually payable- B is the amount specified as payable – C is the RPI All Items Index two months before the date of payment – and D is the RPI All Items Index two months before the date of this Deed.

2.9 In the event that any sum or part thereof due to be paid to the Council by the Landowner pursuant to this Deed is paid later than the date payment is due under the terms of this Deed then the sum or part therefore payable by the Landowner to the Council shall in addition include interest at 4% above the Bank of England base lending rate or such other rate as the Council deems appropriate and shall accrue on a daily basis from the date payment is due until the date payment of the amount due is received by the Council.

2.10 In addition to the requirement in clause 2.9 above in the event that any sum due to be paid to the Council by the Landowner pursuant to this Deed shall not be received by the Council by the date that the sum is due then the Landowner hereby covenants to pay to the Council within ten (10) Working Days of receiving a written request all reasonable costs that the Council has incurred as a result of or in pursuance of such late payment including but not limited to Council Officer time and any legal costs.

3. On or before the entering into of this Deed the Landowner covenants to pay to the Council a contribution of fifty pounds (£50.00) towards the Council's costs for the monitoring and administration of the performance of the planning obligations that the Landowner is required to observe and perform pursuant to the terms 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 property known as 36 St Osyth Road, Clacton-on-Sea CO15 3BW registered at H M Land Registry under title number EX703404 transferred by the Landowner to the Beneficial Owner by a Transfer dated 16 April 2026 which is subject to registration at H M Land Registry for the purposes of identification only shown edged red on the plan attached to or incorporated within this deed.

SECOND SCHEDULE "the Development"

Change of use of Part Ground Floor retail unit (Class E) to residential (Class C3) as described in the Planning Permission.

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 of £175.55 Index Linked multiplied by the net increase in the number of new Dwellings.

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, Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE or via email at obligations@tendringdc.gov.uk

FOURTH SCHEDULE Relevant Designated European Wildlife Site

Is the Special Protection Areas, Special Areas of Conservation and Ramsar site(s) at Colne Estuary *(Mid-Essex Coast Phase 2) (Ramsar) designated primarily to protect waders &* wildfowl.

Plan