DATED 6th March 2024

THOMAS CHRISTOPHER SHEPPARD &

YVONNE MARION SHEPPARD

to

WILTSHIRE COUNCIL

PLANNING OBLIGATION

pursuant to Section 106 of the Town
and Country Planning Act 1990

relating to Woodward Farm, Dog Trap Lane, Minety, Malmesbury, SN16 9PW

PARTIES

(1) **THOMAS CHRISTOPHER SHEPPARD AND YVONNE MARION SHEPPARD** of WOODWARD FARM, DOG TRAP LANE, MINETY, MALMESBURY, SN16 9PW **("Owner")**

To

WILTSHIRE COUNCIL of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JQ **("the Council")**

BACKGROUND

(A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.

(B) The Owner is the freehold owner of the Site which is registered at the Land Registry under the title number WT257759.

(C) The Owner has made the Planning Application and is proposing to carry out the Development.

(D) The Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed where the context admits the following expressions shall have the following meanings:

Act: the Town and Country Planning Act 1990 (as amended).

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Site

and "Commence" "Commenced" and "Commence the Development" shall be construed accordingly

Commencement Date: the date of Commencement of Development.

Contribution: the sum of £323 towards mitigating recreation impacts associated with new development on the North Meadow and Clattinger Farm Special Area of Conservation.

Default Interest Rate: 5% per annum above the vase rate from time to time of the Bank of England

Development: the Notification for Prior Approval under Class Q for a Proposed Change of Use of Agricultural Building to a Dwellinghouse (Class C3) and Associated Operational Development

Index Linked: increased in accordance with the following formula:

Amount payable = the Contribution x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the date of actual payment.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.

Monitoring Contribution: the sum of £504 towards the monitoring of this deed

Plan: the plan attached to this deed.

Site: the freehold land known as WOODWARD FARM, DOG TRAP LANE, MINETY, MALMESBURY, SN16 9PW shown edged in red on the Plan and registered at HM Land Registry with absolute title under title number WT257759

Planning Application: an application for Prior Approval validated by the Council on 2023 and under reference number PL/2023/10090.

Planning Permission: the planning permission which may be granted by the Council in respect of the Planning Application.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to any party shall include that party's personal representatives and permitted assigns.

1.7 References to any party to this deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to their respective statutory functions.

1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation, instruments, orders, plans, regulations, permissions and directions made from time to time under that statute or statutory provision.

1.10 A reference to writing or written does not include fax or email.

1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this Deed.

1.13 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

1.14 An obligation in this deed on a person not to do something includes an obligation not to agree, permit or allow such thing to be done.

1.15 Any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. STATUTORY PROVISIONS

2.1 This deed constitutes a planning obligation for the purposes of section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and any other enabling powers.

2.2 The obligations contained in Clause 3 of this deed are planning obligations for the purposes of Section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns.

2.3 This deed shall come into effect on the date of grant of the Planning Permission.

2.4 The obligations contained in Clause 3 of this deed are enforceable by the Council in accordance with Section 106 of the Act.

3. COVENANTS WITH THE COUNCIL

The Owner covenants and undertake to the Council to observe and perform the convenants, restrictions, and obligations contained in the First Schedule.

4. INDEXATION OF CONTRIBUTION

4.1 All financial contributions payable to the Council shall be Index Linked.

4.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

5. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Site, except in respect of any breach subsisting prior to parting with such interest.

6. DETERMINATION OF DEED

This deed shall be determined and have no further effect insofar as it has not already been complied with if without the consent of the Owner the Planning Permission:

(a) expires before the Commencement of Development;

(b) is varied, revoked or withdrawn; or

(c) is quashed following a successful legal challenge.

7. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council and if the Council so requires with the Land Registry

8. INTEREST ON LATE PAYMENT

The Owner covenants that if any payment due to the Council is paid late then the Owner [and the Developer] shall pay the Council interest on said payment at the Default Interest Rate which shall accrue on a daily basis for the period from the date payment is due to and including the date of payment.

9. COUNCIL'S COSTS

The Owner shall pay to the Council on or before the date of completion of this deed, the Council's reasonable and proper legal costs in the sum of £125 together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

10. OWNERSHIP

The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.

11. NOTICES

11.1 A notice or other communication to be served by the Owner under or in connection with this deed must be in writing and sent by recorded delivery letter to the Council at the address set out at the beginning of this deed marked for the attention of the Interim Head of Planning (or equivalent at the time).

11.2 The Owner accepts they have been served a valid notice or other communication if any notice or other communication to be given under this deed is sent by the Council by post to their registered office address.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. INFORMATION

The Owner covenants and undertakes to:

(a) Give not less than 10 Working Days written notice to the Council of the intended

Commencement Date and to give immediate written notice of any alteration to the Commencement Date thereof.

(b) Provide the Council within 10 Working Days of its written request such information as the Council may require to monitor compliance with this deed.

(c) Provide the Council immediate written notice of any change in ownership of any of its interests in the Site (save for an transfer or lease in respect of any Dwelling) such notice shall include details of the transferee's or lessee's full name and registered office (if a company or usual address if not) together with the a plan denoting the area of the Site or unit of occupation purchased.

13. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

14. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

FIRST SCHEDULE

1. Contribution

Not to Commence the Development or permit or otherwise allow Commencement of Development until the Contribution and Monitoring Contribution has been paid to the Council.

Executed as a deed by THOMAS CHRISTOPHER SHEPPARD AND YVONNE MARION SHEPPARD in the presence of:

[redacted]

.....

[redacted]

Print Name: JOHN SMITH.

Address: [redacted]

[redacted]

Occupation: CHARTERED ACCOUNTANT