UNILATERAL UNDERTAKING

GIVEN BY

STEPHEN JOHN GILLAM DAVID ANTHONY GILLAM AND PETER JAMES GILLAM

TO

WILTSHIRE COUNCIL

Deed under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers

relating to land at Ash Hill Barn Bunny Lane Sherfield English Romsey Wiltshire SO51 6FU
(Application ref PL/2023/07129)

Head of Legal Services
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: 151842

THIS UNDERTAKING dated 1st August 2024

is given by **STEPHEN JOHN GILLAM DAVID ANTHONY GILLAM** and **PETER JAMES GILLAM** all of Ash Hill House Ash Hill Common Sherfield English Romsey Wiltshire SO51 6FU **("Owners")**

TO

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

BACKGROUND

(A) The Owners are the freehold owners of the land registered at the Land Registry under title number WT219740 shown for the purposes of identification edged red on the Plan ("the Land")

(B) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated

(C) The Planning Application has been submitted to the Council by David Gillam and the Owners have entered into this Deed in order to secure the planning obligations contained in this Deed without which the Planning Permission would not be granted

(D) The Council has resolved under delegated powers to grant planning permission for the Development subject to conditions and the prior completion of this Deed in the interests of the proper planning of the area.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

"the Act"	means the Town and Country Planning Act 1990

"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010
"Commencement of Development"	means the date on which any material operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out with the exception of investigation of ground conditions and remedial work, archaeological work, works for the provision of drainage or mains services, demolition and erection of hoardings and site compounds and "Commence" and "Commenced" shall be construed accordingly.
"Development"	means any development permitted by the Planning Permission
"Index"	means the Consumer Price Index issued by the Office for National Statistics
"Index Linked"	increased in accordance with the following formula: Amount payable = the Nitrates Mitigation Sum x (A/B) where: A = the figure for the Index that applied immediately preceding the date of actual payment and B = the figure for the Index that applied when the Index was last published prior to the date of this Deed
"Interest"	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"Land"	means land at Ash Hill Barn Bunny Lane Sherfield English Romsey Wiltshire SO51 6FU edged red on the Plan

"Nitrates Mitigation Scheme"	means a scheme undertaken by the Council for the permanent removal of an intensively managed dairy farm (a high nitrogen input use) at Roundbarrow Farm, Pitton and the conversion of this land to a nature reserve (a low nitrogen input use) with the allocation of an area of 0.1 hectares or such alternative scheme designed by the Council to achieve the same level of nitrogen mitigation within the catchment area of the River Test.
"Nitrates Mitigation Sum"	means the sum of eight thousand six hundred and sixty five pounds and fifty pence [£8,665.50] payable to the Council as a contribution towards the Nitrates Mitigation Scheme
"Plan"	means the plan attached at Annex 1 to this Deed
"Planning Application "	means the planning application for demolition of agricultural building to allow for construction of new dwelling and associated works and allocated reference number PL/2023/07129
"Planning Permission"	means any planning permission for the Development that may be granted pursuant to the Planning Application

2. **Construction of this Deed**

2.1. Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually

2.2. In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion

2.3. In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it

2.4. 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 successors to any statutory functions of the Council

2.5. Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

3. **Statutory provisions**

3.1. This Deed is made pursuant to section 106 of the Act and all other enabling powers

3.2. The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

3.3. Nothing in this Deed shall be construed as limiting or restricting the right to develop the Land in accordance with a planning permission granted after the date of this Deed (save for the Planning Permission)

4. It is acknowledged that the obligations contained in this Deed are:

4.1 necessary to make the Development acceptable in planning terms

4.2 directly related to the Development; and

4.3 fairly and reasonably related in scale and kind to the Development

In accordance with the requirements of Regulation 122 of the CIL Regulations

5. Commencement

This takes effect on the date hereof

6. The Owners'Covenants

(a) The Owners will observe and perform the obligations set out in the Schedule

7. General

(a) The Owners shall pay to the Council on the date hereof the sum of three hundred and fifty pounds (£350) being the Council's proper and reasonable legal costs incurred in considering the Owners' title to the Land in connection with this Deed

(b) This Deed shall be registerable as a local land charge by the Council

(c) Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations

(d) This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

8. VAT

(a) All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof

(b) If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

9. Indexation

All financial contributions payable to the Council under this Unilateral Undertaking shall be Index Linked

10. Interest

If any payment due under this Unilateral Undertaking is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually.

11. Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

A propos Ash Hill Barns

Schedule 1

Nitrates Mitigation Sum

1. The Owners covenant with the Council to notify the Council upon Commencement of Development.
2. The Owners covenant with the Council not to Commence Development until the Nitrate Mitigation Sum has been paid to the Council and to pay the Nitrate Mitigation Sum to the Council prior to Commencement of Development.

STEPHEN JOHN GILLAM

EXECUTED AS A DEED by)
STEPHEN JOHN GILLAM)

[redacted]

in the presence of:

VAL BOWERS

Witness Signature [redacted]

Witness Name VAL BOWERS

Address The Stable, Hill House, 3 Letheringsett Hill, Holt, NR25 6BL

Occupation Counsellor

02/07/24

EXECUTED AS A DEED by)
DAVID ANTHONY GILLAM)

[redacted]

in the presence of:

Witness Signature [redacted]

Witness Name Kate Hewitt

Address 9 Quay street, Manningtree Essex CO11 1AU

Occupation Therapist

EXECUTED AS A DEED by)
PETER JAMES GILLAM)

[redacted]

in the presence of: Michael Smallwood

Witness Signature [redacted]

Witness Name Michael Smallwood

Address

7 Moreno way Eastleigh SO50 9RX

Occupation

Electrician.

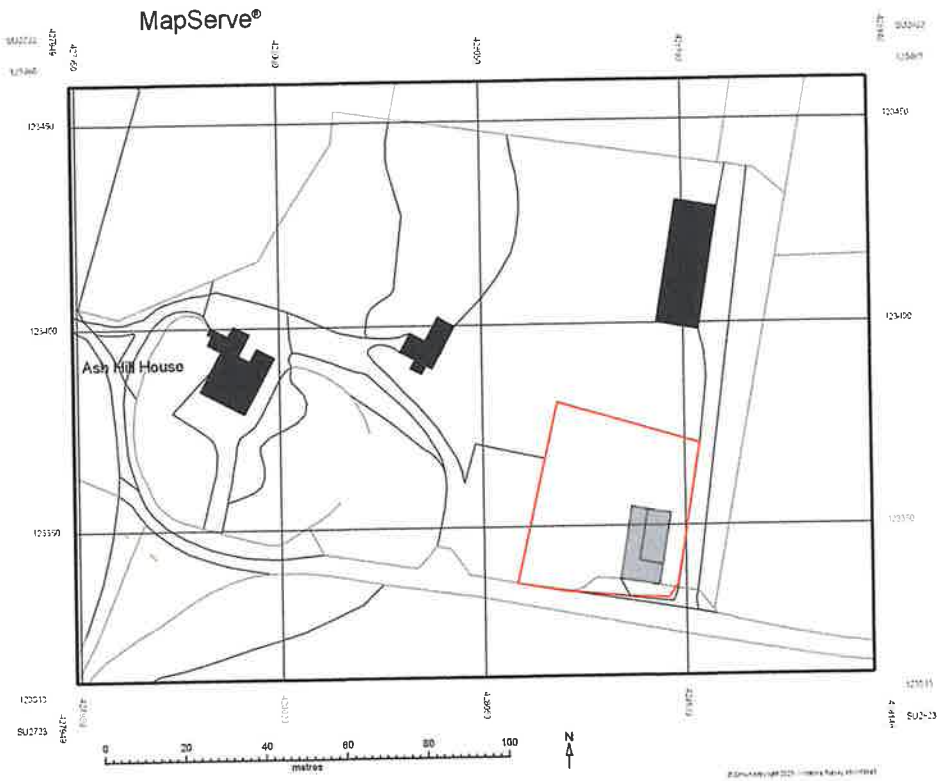
Annex 1 – The Plan

Ash Hill Barn - New Dwelling

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Unless for planning purposes



Existing Site plan 1:500



Site Location plan 1:1250

0 5 10 15 20 25

0 5 10 15 20 25 30 35 40 45 50 55 60

Rev -

Client Mr D Oldham		**Planning**
Project Ash Hill Barn Bunny Lane, Shatfield English Romsey, SO51 6FU		Drawing No **392-02-001**
Title Existing Site plan	Drawn mb Check	Scale 500 & 1250 @A3

birch architects