DATED 25 February 2025

between

WILTSHIRE COUNCIL

and

SOUTH COAST HOLDINGS LTD

and

CLAUDIA RADUC

Deed under Section 106 of the Town and Country Planning Act 1990
and all other enabling powers
relating to Land at Biss Farmhouse, West Ashton Road, West Ashton, BA14 6DQ

Wiltshire Council

Solicitor to the Council
Wiltshire Council
County Hall
Bythesea Road
Trowbridge
Wiltshire BA14 8JN
Ref: Iken 152475

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ANNEX A. APPENDIX 1: PLAN .....

THIS DEED is dated 25 February 2025

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

(2) **SOUTH COAST HOLDINGS LTD** of Biss Farmhouse, West Ashton Road, West Ashton, BA14 6DQ (**Owners 1**).

(3) **CLAUDIA RADUC** of Biss Barn, West Ashton Road, West Ashton, Trowbridge BA14 6DQ (**Owners 2**).

BACKGROUND

(A) Owner One is the freehold owner of the Land registered at the Land Registry under title number WT112673. Owners One is the freehold owners and is seised in possession of the Land shown for the purposes of identification only edged red on the Plan

(B) The Owner Two is the freehold owners of the Land registered at the Land Registry under title number WT464835. Owner Two is the freehold owners and is seised in possession of the Land shown for the purposes of identification only edged green on the Plan

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

(D) Owners 1 has submitted the Planning Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed without which the Planning Permission would not be granted

(E) The Council is minded 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 definitions and rules of interpretation in this clause apply in this Deed:

"the Act"	means the Town and Country Planning Act 1990
"Bat Mitigation Contribution"	means the sum of £777.62 (seven hundred and seventy-seven pounds and sixty two pence) per dwelling towards the Council led scheme for mitigating residual effects from loss/degradation of bat habitat as detailed in the Trowbridge Bat Mitigation Strategy
"Buffer Zone"	means 15m of land adjacent to the Hedgerow Works
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)
"**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 and Commence and Commenced shall be construed accordingly
"Completion"	means the date of issue of building regulation completion certificate to the Owners's architect or other authorised agent of the Owners or in the event that the Development is constructed by a party other than the Owners the date of issue of the building regulation completion certificate to the other party's architect or other authorised agent (whether by the local authority or an approved inspector) and "Complete" shall be construed accordingly
"Completion Report"	means a report confirming the Habitat Creation and Enhancement Works have been laid out in accordance with the Drawing A17 22 44 P01 Rev C and

	Section 3.3 of the 'Shadow Habitats Regulations Assessment: Appropriate Assessment' attached to this Deed at Annex B
"Contribution"	means each financial contribution payable under this Deed
"Deed"	means this agreement
"**Development**"	means any development permitted by the Planning Permission
"**Director**"	means the Corporate Director, Growth, Investment and Place or his appointed representative for the time being of the Council
"Habitat Creation and Enhancement Works"	means the biodiversity enhancement works to be carried out in accordance with Drawing A17 22 44 P01 Rev C and Section 3.3 of the 'Shadow Habitats Regulations Assessment: Appropriate Assessment'.
"Hedgerow Works"	means the biodiversity features (hedgerows) provided in accordance with Drawing A17 22 44 P01 Rev C and Section 3.3 of the 'Shadow Habitats Regulations Assessment: Appropriate Assessment'.
"**Index**"	means the All In Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors from 2018 in relation to the Contribution unless otherwise stated in this Deed; and in the event that such index shall have changed the Council shall select a reasonable alternative index.

"Index Linked"	increased in accordance with the following formula: Amount payable = the Contribution 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"	means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"Land"	means the land at Biss Farm Yard, West Ashton Road, West Ashton, BA14 6DQ shown edged red on the Plan
"Land Compensation Act"	means in relation to clause 16 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1998 and any variation or enactment of the Land Compensation Acts on a date on or after the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works
"Lighting Parameters"	means lux levels of less than 0.2lux on the horizontal plane and less than 0.4lux on the vertical plane along the length and within 15m of all features provided

	by the Habitat Creation and Enhancement Works.
"Lighting Plan"	means the plan to be submitted to the Council for the lighting for the Development to ensure compliance with the Lighting Parameters and the appropriate Environmental Zone standards set out by the Institution of Lighting Professionals (ILP) Guidance Notes on the Avoidance of Obtrusive Light (GN 01/2021) and Guidance note GN08/23 "Bats and artificial lighting at night", issued by the Bat Conservation Trust and Institution of Lighting Professionals.
"Management Purpose"	means low intervention management of Hedgerow Works and Buffer Zone to create semi-natural habitats of structural and species diversity to benefit biodiversity particularly bats
"Monitoring Fee"	means the sum of £4257.30 (four thousand two hundred and fifty-seven pounds and thirty pence) as a contribution towards the Council's costs of monitoring the implementation of the obligations contained within this Deed
''Owners''	Means Owner One and Owner Two
"Plan"	means the plan attached to this Deed at Annex A and referenced A17 22 44 S01 Rev B which plan is for the purposes of identification only
"Planning Application"	means the planning application for full planning permission for the proposed conversion of one existing barn (barn A)

	to create 3 small dwellings houses with associated parking and amenity registered by the Council on and allocated reference number PL/2023/04826
"Planning Permission"	means the planning permission for the Development that may be granted pursuant to the Planning Application
"Semi-Natural Habitats"	means habitat including native hedgerow, native scrub, wildflower grassland, woodland, native tress or hedgerows
"Working Day(s)"	means days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year's Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

2. Construction of this Deed

2.1. Words importing the masculine include the feminine and neuter gender and vice versa

2.2. Words importing the singular include the plural and vice versa

2.3. Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner

2.4. 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

2.5. Insofar as different parts of or interests in the Land are owned by different persons each person Covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of the Owners are fulfilled as expeditiously as possible

2.6. The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed

2.7. Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed

2.8. 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

2.9. 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

2.10. 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

2.11. 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 the following:

Section 106 of the Act
Section 111 of the Local Government Act 1972
Section 93 Local Government Act 2003
Section 1 Localism Act 2011
and all other enabling powers

and has been entered into by the Council pursuant to those 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. It is acknowledged that the obligations contained in this Deed are:

3.3.1. necessary to make the Development acceptable in planning terms;

3.3.2. directly related to the Development; and

3.3.3. fairly and reasonably related in scale and kind to the Development

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

4. Commencement

4.1. This Deed takes effect on the grant of the Planning Permission

4.2. The Owners shall notify the Council of the Commencement of Development and the Owners agrees that no time shall run to the detriment of the Council if and so long as the Owners has failed to serve notice

4.3. If the Owners has not provided the information referred to in clause 4.2 above within 20 Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owners its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owners

5. The Owners's Covenants

The Owners will observe and perform the obligations set out in this Deed and the Schedules

6. General

The parties agree that:

6.1. Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.

6.2. This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)

6.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest

6.4. Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

6.5. If before Commencement of Development the Planning Permission:

a) expires within the meaning of Sections 91 92 or 93 of the Act; or

b) is revoked, quashed or modified without the consent of Developer;

this Deed shall cease to have effect

6.6. The Owners shall pay to the Council: its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same

6.7. The Owners shall pay to the Council:

6.7.1. its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same

6.7.2. the Monitoring Fee prior to the Commencement of Development

6.8. The Owners shall pay to the Council its proper and reasonable legal costs incurred in respect of the transfer or other disposal of any land or facility as required by this Deed.

6.9. This Deed shall be registerable as a local land charge by the Council

6.10. Where the agreement approval consent or expression of satisfaction is required by the Owners from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement consent approval or expression of satisfaction shall be given in writing on behalf of the Council by the Engineer or Director as appropriate

6.11. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

6.12. 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

6.13. 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.

7. Notices

Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by pre-paid first class post or other next working day delivery service to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference Iken 152475 and copied to the Section 106 and Community Infrastructure Levy Officer

8. Waiver

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

9. Change in Ownersship

The Owners agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Residential Unit

10. Indexation

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

11. Interest

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

12. VAT

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

12.2. 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

13. Indemnity

13.1. The Owners hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

a) Compensation (including any claim arising under the Land Compensation Acts)
b) Damages
c) Costs
d) Charges
e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owners to comply with its obligations under this Deed the Owners will hold the Council fully indemnified from and against each and every said claim

13.2. The Owners shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owners or persons acting on behalf of the Owners shall not be regarded as servants or agents of the Council

14. 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.

Schedule 1 – Covenants to the Council

The Owners covenants to the Council

1. to pay to the Council the Bat Mitigation Contribution prior to Commencement of the Development
2. not to Commence Development until the Owners has paid the Bat Mitigation Contribution to the Council
3. to implement the Habitat Creation and Enhancement Works prior to the of Commencement of Development.
4. not to Commence Development until the Habitat Creation and Enhancement Works have been implemented
5. to submit to the Council for approval the Completion Report within ten (10) Working Days of completion of the Habitat Creation and Enhancement Works
6. to manage the Hedgerow Works and Buffer Zone in accordance with the Management Purpose for the life time of the Development
7. not to do or permit anything to be done that will negatively impact Hedgerow Works and Buffer Zone and that are not in accordance with the Management Purpose
8. to provide only Semi-Natural Habitats within the Buffer Zone for the life time of the Development
9. not to permit anything to be done that will result in the urbanisation of the Buffer Zone such as to construct sealed surfaces, hard landscaping, buildings or structures of any kind

10.to ensure the Hedgerow Works and Buffer Zone remains completely dark in accordance with the Lighting Parameters for the life time of the Development

11.Not to carry out any Development on the Land outside of daylight hours

11.1.2 Within [70 Days] Working Days after the date of this Deed, the Owners shall submit the Lighting Plan to the Council for approval

11.1.3 If the Council does not approve the Lighting Plan submitted pursuant to paragraph 11.1.2 of this Schedule, the Owners shall submit a revised Lighting Plan to the Council for approval. The procedure set out in paragraph 11 of Schedule 1 shall apply to any revised Lighting Plan as if it were the first Lighting Plan. The Owners shall continue to submit revised Lighting Plans to the Council for approval until a Lighting Plan is approved by the Council

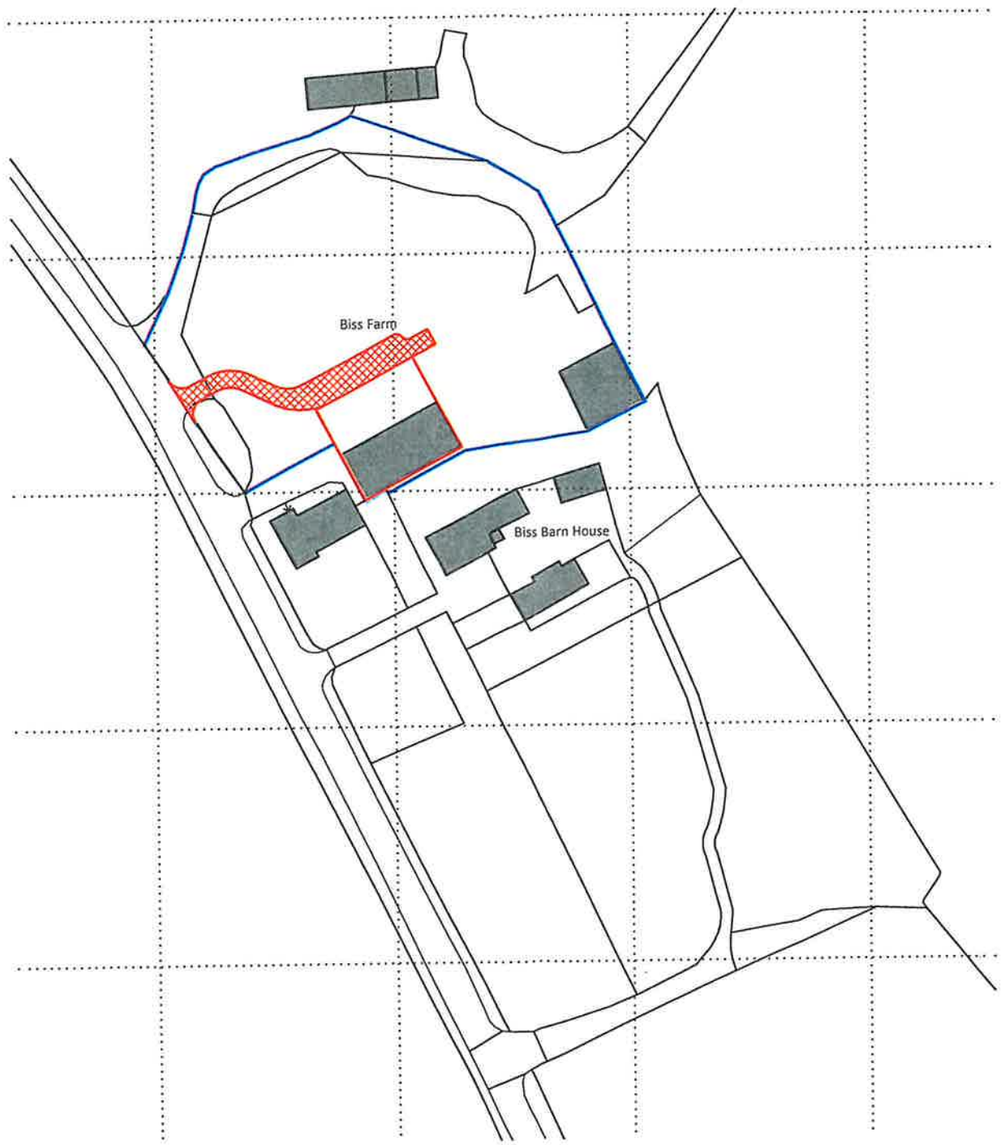
11. 1.4 The Owners shall not Commence Development until the Lighting Plan has been approved by the Council in writing

11.1.5 The Owners shall not make changes to the Lighting Plan without the prior approval, in writing, of the Council (such approval not to be unreasonably withheld or delayed)

11.1.6 The Owners shall manage and maintain (or procure the management and maintenance of) the Land in accordance with the Lighting Plan for the lifetime of the development from Completion

Annex A. - Plan

ANNEX B – COMPLETION REPORT



[redacted]

LOCATION PLAN - scale 1:1250

Existing Drawings - Biss Barns, Trowbridge

1:1250 0 10 15 30

ISSUED FOR PLANNING

CLIENT	South Coast Holdings Ltd
PROJECT	Biss Barns, Trowbridge
DRWG TITLE	Location Plan
DRWG NO	A17 22 44 S01 Rev B
DRAWN	NB
SCALE	1:1250 @ A3
DATE	09.10.22
CHK'D	NB

atelier 17 ltd
Atelier 17 Ltd, 28 Southleigh, Bradford On Avon, BA15 2EQ
e.mail@atelier17.co.uk w.www.atelier17.co.uk t.(01225) 862900 f.(01225) 862900

This drawing is copyright. Only figured dimensions to be used.
Contractors to check all dimensions before proceeding
DO NOT SCALE

~~Executed as a deed by affixing The common seal of WILTSHIRE COUNCIL] in the presence of:~~

Authorised signatory

.....

Signed as a deed by Southcoast Holdings Ltd in the presence of:

[redacted] CHLOE DALTON
MIDDLETONS SOLICITORS
EASTGATE HOUSE, 94 EAST STREET
WARMINSTER, WILTS, BA12 9BG
TEL: 01985 214444

[SIGNATURE OF OWNERS]

.....

SIGNATURE OF WITNESS
NAME, ADDRESS AND
OCCUPATION] OF WITNESS

ADMINISTRATIVE ASSISTANT

[redacted]

Signed as a deed by Claudia Radic in the presence of:

.....

[SIGNATURE OF OWNERS]

[redacted]

.....

SIGNATURE OF WITNESS
NAME, ADDRESS AND
OCCUPATION OF WITNESS

Damian Nimmo
45A Chalford.
Westbury
BA13 3RP
Builder

Executed as a deed by affixing The common seal of WILTSHIRE COUNCIL] in the presence of:

CLAIRE LOVELOCK
PRINCIPAL SOLICITOR

Authorised Signatory
Wiltshire Council

Authorised Signatory

[redacted]

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