HDC Planning Ref No: 24/02383/FUL

DATED 28th May 2025

Given by

SIMON OLIVER WILLIAMS (1)

and

JULIA MARJORIE WILLIAMS (2)

and

HSBC UK Bank PLC (3)

to

Huntingdon District Council (4)

Planning obligation by way of Unilateral Undertaking under section 106 of the Town and Country Planning Act 1990 (as amended) relating to land at Land North West Of 15 Church Lane Covington, Huntingdon

3C Legal Practice
South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA

3C Legal Practice Ref: 026583

This deed is dated 28th May 2025

MADE BY:

(1) **Mr Simon Oliver Williams** of Fairys Lodge Farm Windy Barn Farm, Church Lane, Covington, Huntingdon, PE28 0RT ("the First Owner");

(2) **Mrs Julia Marjorie Williams** of Fairys Lodge Farm Windy Barn Farm, Church Lane, Covington, Huntingdon, PE28 0RT ("the Second Owner");

(3) **HSBC UK Bank PLC** (Co. Regn. No 9928412 of Customer Service Centre, BX8 5HB.("the Mortgagee")

to

(4) **HUNTINGDON DISTRICT COUNCIL** of St Mary's Street, Huntingdon, PE28 3TN ("**the District Council**");

WHEREAS

(A) The First Owner and the Second Owner are the owner in fee simple of the land described in Part 1 of the Second Schedule hereto subject only to the encumbrances set out in the register of title for title number CB474663 ("the First Property").

(B) The First Owner is the owner in fee simple of the land described in Part 2 of the Second Schedule hereto subject only to the encumbrances set out in the register of title for title number CB348565 ("the Second Property").

(C) The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the First Property and the Second Property are situated and by whom the obligations contained within this Deed are enforceable.

(D) The Second Property is subject to a charge in favour of the Mortgagee dated 25 October 2022.

(E) The Applicant has made Planning Application One and Planning Application Two and is proposing to carry out the Development permitted by Planning Permission Two as a self-build project.

3. Interpretation

The following definitions and rules of interpretation apply in this deed.

3.1 Definitions:

"1990 Act" means the Town and Country Planning Act 1990 (as amended);

"2015 Act" means the Self-build and Custom Housebuilding Act 2015 as amended by the Housing and Planning Act 2016;

"Administrative Costs Contribution" means

(i) 0.8% (nought point eight percent) of the total Financial Contributions payable to the Council up to £1million; and

(ii) £350 for the single non-monetary Planning Obligation;

"Applicant" means the farming partnership of Simon Oliver Williams, Julia Marjorie Williams and Oliver Williams trading as J O Williams Farms;

"Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this deed and for no other purpose) the following operations:

a) demolition works;

b) site clearance;

c) ground investigations;

d) site survey works;

e) temporary access construction works;

f) archaeological investigation; and

erection of any fences and hoardings around the First Property or the Second Property;

and commenced and commences shall be construed accordingly;

"Development" means the erection of one (1) self/custom build dwelling as described in Planning Application Two;

"Disposal" means the transfer of the freehold estate of any of the Plots;

"Dwelling" means any dwelling (including a house or bungalow) to be constructed pursuant to Planning Permission Two;

"Financial Contributions" means the Administrative Costs Contribution and the Wheeled Bin Contribution;

"Notice of Commencement" means the Notice in writing given to the District Council to advise of the date on which the Development was commenced;

"Occupation" means occupation for the purposes permitted by Planning Permission Two but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied and "Occupy" shall be construed accordingly;

"Owner" means the First Owner and the Second Owner;

"Permitted Disposal" means

(a) the grant of easements or rights or dedication to a Highways Authority to comply with highways requirements or in connection with the adoption or dedication of a public highway: or

(b) the grant of easements or rights transfer lease or dedication to a utilities company for an electricity substation gas governor sewage or water pumping station drainage balancing device or other similar matters for the provisions of utility services;

"Plan" means the plan showing the First Property and the Second Property edged red and attached to this deed at the Third Schedule;

"Protected Occupation Period" means the period of three (3) years beginning with the first Occupation of any of the Dwellings and ending on the third (3rd) anniversary thereof;

"Planning Application One" means the full planning application for the erection of agricultural workers dwelling made to the District Council on the 12 September 2022 and given planning reference 22/01979/FUL;

"Planning Application Two" means the full planning application for the erection of one self-build agricultural workers dwelling made to the District Council on 19th December 2024 and given planning reference 24/02383/FUL;

"Planning Permission One" means the planning permission granted by the District Council on the 5 January 2023 in respect of Planning Application One;

"Planning Permission Two" means the planning permission to be granted by the District Council in respect of Planning Application Two;

"Plot" means part of the site to accommodate a Dwelling with its associated curtilage and plot and plots shall be construe accordingly;

"Self and Custom Builder" means any individual, an association of individuals, or persons working with or for individuals or associations of individuals, who build or complete houses to be occupied as homes by those individuals in accordance with paragraphs 2.3 (a) and 3.1 of the First Schedule;

"Wheeled Bin Contribution" means the sum towards the provision of a wheeled bin at the Dwelling as detailed in the Council's Developer Contribution SPD in place at the time the payment is made;

"Working Days" means Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England;

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

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

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

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

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

3.7 A reference to the District Council shall include the successors to its respective statutory functions.

3.8 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.

3.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

3.10 A reference to writing or written excludes faxes and email

3.11 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).

3.12 References to clauses are to the clauses of this deed.

3.13 Any words following the term(s) including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3.14 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.

4. Statutory provisions

4.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, the Self-build and Custom Housebuilding Act 2015 and any other enabling powers.

4.2 The obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the First Owner and the Second Owner with the intention that they bind the interests held by the Owner in the First Property, the First Owner in the Second Property and their respective successors and assigns.

4.3 This deed comes into effect on the date of grant of Planning Permission Two.

4.4 The obligations contained in this deed are enforceable by the District Council in accordance with section 106 of the TCPA 1990.

5. Covenants with the District Council

The Owner covenants with the District Council:

(a) to give no less than five (5) Working Days written notice to the District Council of the Commencement Date; and

(b) to observe and perform the covenants contained in the First Schedule hereto

6. Release

6.1 The Owner shall not liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of their interest in the First Property, except in respect of any breach subsisting prior to parting with such interest.

6.2 The First Owner shall not liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Second Property, except in respect of any breach subsisting prior to parting with such interest.

7. Determination of deed

This deed shall be determined and have no further effect if Planning Permission Two:

(a) expires before the Commencement of Development;

(b) is varied or revoked other than at the request of the Applicant or the Owner; or

(c) is quashed following a successful legal challenge.

8. Local land charge

8.1 This deed is a local land charge and shall be registered as such by the District Council.

9. District Council's costs

9.1 The Owner shall pay the District Council prior to the completion of this Deed the reasonable and proper legal costs in connection with the preparation and completion of this deed.

10. Ownership

10.1 The Owner warrants that on the date of this Deed no person other than the Owner have any legal or equitable interest in the First Property.

10.2 The First Owner warrants that on the date of this Deed no person other than the First Owner and the Mortgagee has any legal or equitable interest in the Second Property.

10.3 For the avoidance of doubt, the parties acknowledge that the provisions of this Deed shall not apply to:

(a) any land within title CB474663 which falls outside the First Property; and

(b) any land within title CB348565 which falls outside the Second Property.

11. Notices

11.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

(a) delivered by hand; or

(b) sent by pre-paid first-class post or other next working day delivery service.

11.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

(a) to Claire Burton, Implementation Team Leader, Huntingdon District Council, Pathfinder House, St Mary's Street, Huntingdon, PE29 3TN or to any other address as specified by the District Council.

(b) to the Owner at: "Fairys Lodge Farm Windy Barn Farm, Church Lane, Covington, Huntingdon, PE28 0RT" and marked for the attention of Simon and Julia Williams

(c) as otherwise specified by the Owner to the District Council.

11.3 Any notice or other communication given in accordance with clause 11.1 and clause 11.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that, if delivery occurs:

(i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; or

(ii) after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

11.4 A notice or other communication given under this deed is not validly given if sent by email.

12. Third party rights

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

13. Jurisdiction

13.1 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.

14. Dispute Resolution

14.1 If any dispute arises between any or all of the parties with respect to a matter falling for determination under this Deed (other than over an issue of law or interpretation of this Deed), and the dispute persists 6 weeks after it is raised in writing by any party then

14.1.1 the dispute may at the instance of any disputing party be referred to an a person of relevant technical expertise agreed between the disputing parties ("an Expert"); or

14.1.2 in the absence of agreement within fifteen (15) Working Days of the notice invoking this clause, then the disputing party(ies) may seek nomination of an Expert by the President for the time being of the Royal Town Planning Institute and nomination shall be final.

14.2 An Expert shall;

14.2.1 not be liable in the making of his or her decision save to the extent in law as provided in relation to the decisions of an expert;

14.2.2 give each disputing party the opportunity to comment on the representations of the other

14.2.3 make a decision that is final and conclusive as between the disputing parties to such dispute (except in regard to matters of law or in the case of manifest error); and

14.2.4 be replaced by a fresh appointee in the event of him or her becoming at any time unable or unwilling for any reason to proceed to discharge his or her functions such fresh appointee to be appointed in the manner prescribed in clause 13.1; and

14.2.5 make his or her decision within six (6) weeks of being appointed.

14.3 The costs of appointing an Expert under clause 14.1 shall be shared equally by the parties involved in the dispute except where the Expert takes the view that one party has acted unreasonably in which case the Expert shall have binding discretion as to apportionment of those costs.

15. Delivery

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

16. Mortgagee Consent

16.1 The Mortgagee consents to the completion of this Deed and declares that its interest in the Second Property shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Second Property. The Mortgagee shall not be personally liable for any breach of the obligations in this Deed unless committed

or continuing at a time when the Mortgagee is in possession of all or any part of the Second Property.

FIRST SCHEDULE

COVENANTS WITH THE DISTRICT COUNCIL

1. The Owner covenants with the District Council as follows:

1.1 Not to commence the Development until the Owner has paid in full to the District Council the Administrative Costs Contribution and the Wheeled Bin Contribution.

1.2 In the event that an advertisement for the Plot or Dwelling on the Plot that is advertised on any sale site contains:

(a) reference to the relevant Protected Occupation Period; and

(b) confirmation that the Plot and or Dwelling is subject to a Planning Agreement Unilateral Undertaking.

2. To provide the District Council in writing with the following;

2.1 Notice of Commencement not less than five (5) Working Days before the date that the Commencement of the Development occurs;

2.2 Written notice within twenty (20) Working Days of the date of the first Occupation of the Dwelling

2.3 The Owner further covenants that until the Protected Occupation Period has expired;

(a) a Disposal of the Plot\Dwelling by the Owner other than a Permitted Disposal shall be completed only to a person registered with the District Council and recorded on the register maintained pursuant to section 1 of the 2015 Act;

(b) that the documentation relating to the Disposal of the Plot\Dwelling disposed of pursuant to paragraph 2.3(a) above shall contain such covenants and restrictions which will secure the delivery of the Development and the Occupation of the

Dwelling as self-build and custom housebuilding as defined in section A1 of the 2015 Act;

(c) to give written notice to the Council within thirty (30) working days of a Disposal made pursuant to paragraph 2.3(a) above confirming:

i. the name and address of the person or company to whom the Disposal was made; and

ii. the nature and extent of the interest disposed of.

3. **The Owner further covenants that**:

3.1 From the date of the first Occupation of the Dwelling and during the Protected Occupation Period the Dwelling shall be Occupied by the Self and Custom Builder

3.2 Not to implement Planning Permission One.

SECOND SCHEDULE

Part 1 - The First Property

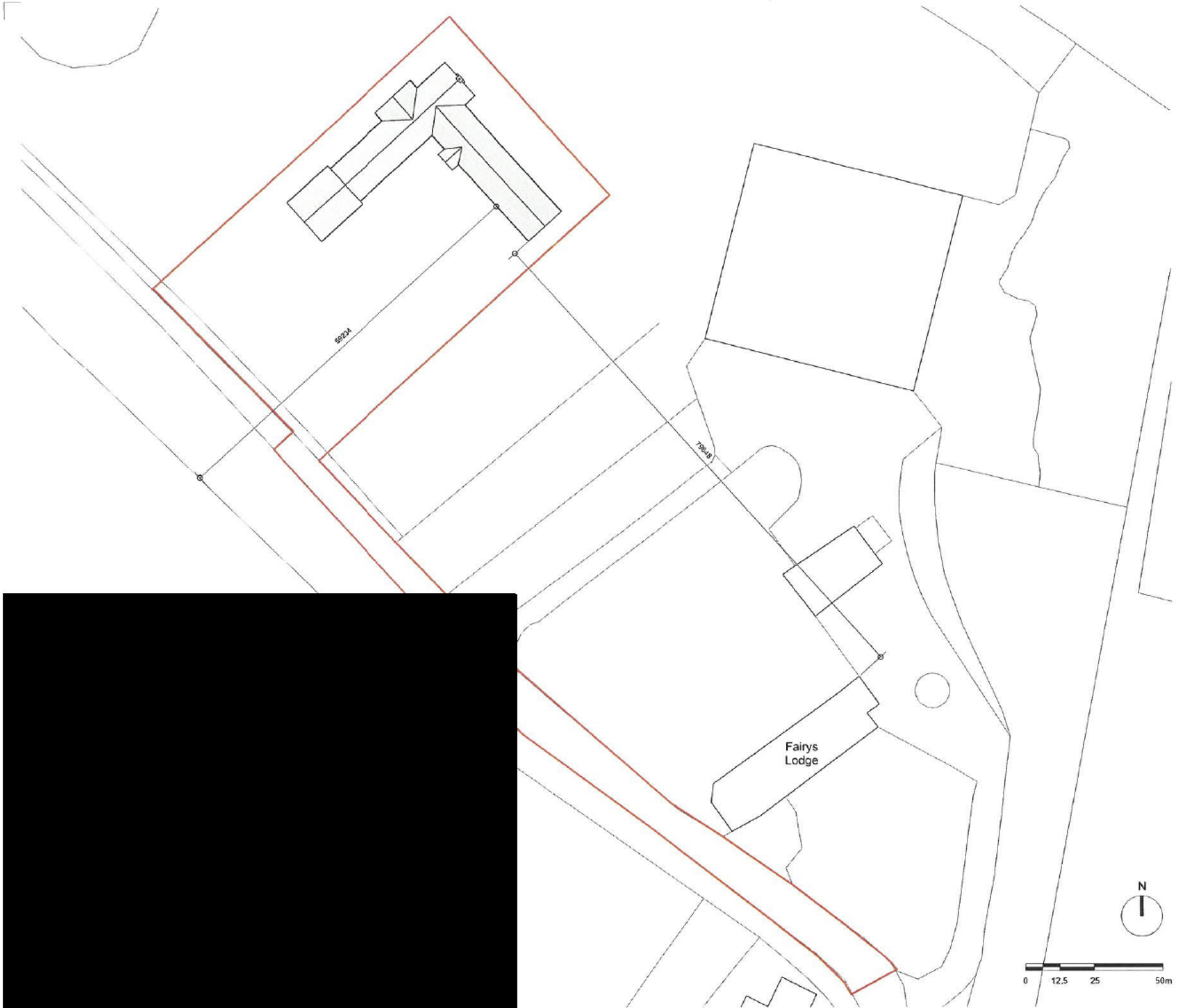
ALL THAT land and property edged red on the Plan annexed hereto known as Fairy's Lodge,15 Church
Lane, Covington, Huntingdon (PE28 0RT) and which is part of the land registered under title number CB474663.

Part 2 - The Second Property

ALL THAT land and property edged red on the Plan annexed hereto known as Windy Barn Farm, Church Lane, Covington, Huntingdon (PE28 0RT) and which is part of the land registered under title number CB348565.

THIRD SCHEDULE

Plan of the First Property and the Second Property



[redacted]

Rev	Description	Date	By
1	Initial Issue	13.12.24	BTL
2	Dimensions added	15.01.25	BTL
3	Site plan area adjusted	10.02.25	BTL

Architecture Workshop

The Basement - Wharf Road
Higham Ferrers
Northtamptonshire
NN10 8BQ
E: hello@architecture-workshop.co.uk
T: 01933 322 332

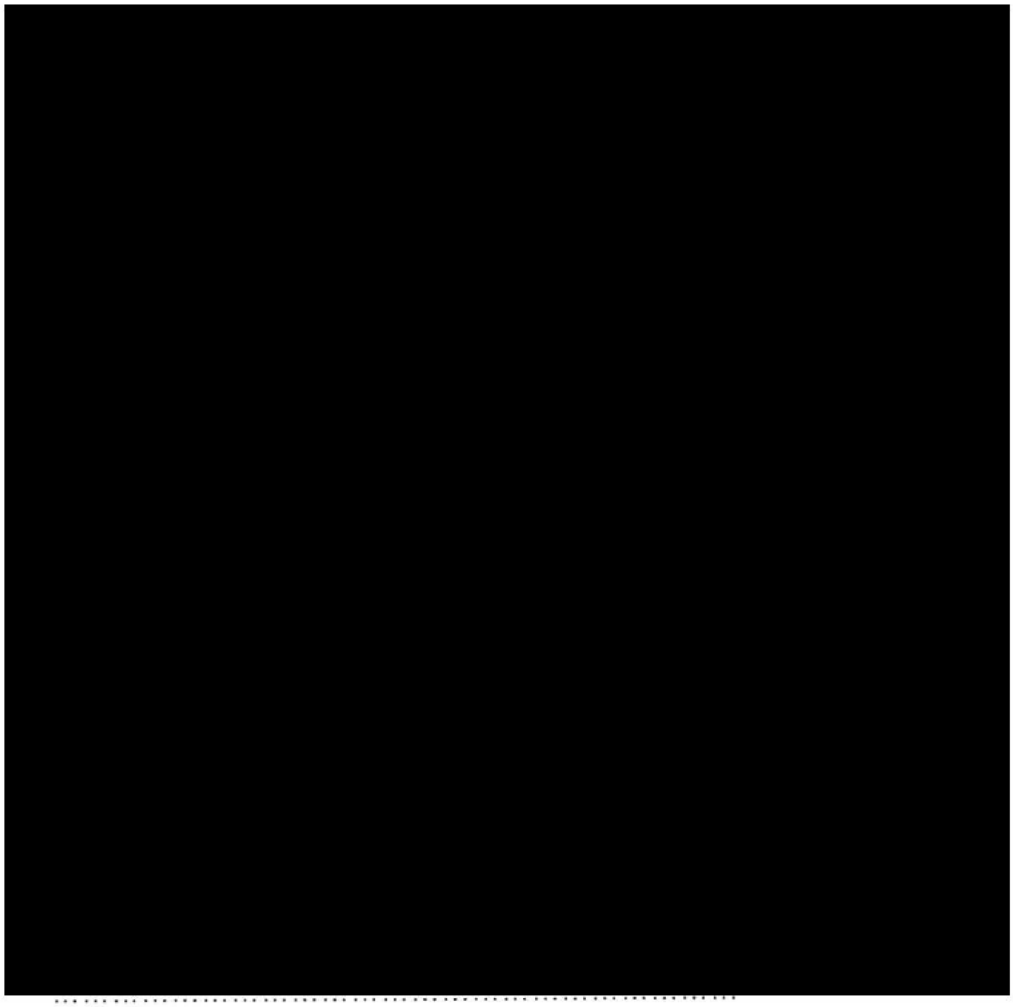
www.architecture-workshop.co.uk

Project:	Windy Barn Farm, Covington
Client:	J O Williams Farms
Title:	**Proposed Site Plan - OS Map**
Number:	24-282 A3.01
Scale @ A3:	1 : 500
Revision:	3
Description:	Site plan area adjusted
Status:	**PLANNING**
Drawn:	BTL
Date:	10.02.25

Use figured dimensions only, which are displayed in millimeters taken from structural surfaces unless stated otherwise. The contractor is responsible for checking all dimensions before work is put in hand. Any discrepancies within the drawing should be reported prior to commencement of works.

The drawing information must be read in conjunction with all relevant scheme drawings, TECHNICAL NOTES drawings, specification and/or schedules referred to or not. Boundary and ownership lines to be established on site.

EXECUTED as a DEED by **SIMON OLIVER WILLIAMS (in his capacity as First Owner)**



EXECUTED as a DEED by **JULIA MARJORIE WILLIAMS (in her capacity as Second Owner)**



In the presence of:

[redacted]

Witness Address

.....

.....

Tollers Solicitors
1 Waterside Way
Northampton NN4 7XD

.....

EXECUTED as a DEED by

[redacted]

[redacted]

.....

Tollers Solicitors
1 Waterside Way
Northampton NN4 7XD

.....

.....

EXECUTED as a DEED by [Richard James Collin

acting by a Power of Attorney for **HSBC UK Bank P**

Signature of Attorney .....

[redacted]

In the presence of:

[redacted]

.....

.....