

7 February

DATED

2024

**NB INVESTMENTS (UK) LIMITED
AND
STUART DEAN RICHARDSON AND MICHELLE ANN SAMEK-RICHARDSON
TO
UTTLESFORD DISTRICT COUNCIL**

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING

under Section 106 of the Town and Country

Planning Act 1990 in relation to

Development at

Eastfield Stables, May Walk, Elsenham Road, Stansted, Essex

Ashtons
LEGAL

THIS UNDERTAKING

is made the 7th day of February 2024

BY

NB INVESTMENTS (UK) LIMITED (Co. Regn. No, 03050622) whose Registered Office is 137 Station Road, Chingford, London, E4 6AG and **STUART DEAN RICHARDSON** and **MICHELLE ANN SAMEK-RICHARDSON** both of [REDACTED] (collectively “the Owner”)

TO

UTTLESFORD DISTRICT COUNCIL of Council Offices, London Road, Saffron Walden, CB11 4ER (“the Council”)

DEFINITIONS

In this Undertaking the following words, expressions and phrases shall have the following meanings:

"the Act"	means the Town & Country Planning Act 1990 as amended or re-enacted from time to time
"Affordable Housing"	means dwellings for sale or rent for those whose needs are not met by the market and which complies with annex 2 of the National Planning Policy Framework or any successor definition thereto
"Affordable Housing Contribution"	means the sum of £140,000 (ONE HUNDRED AND FORTY THOUSAND POUNDS) (Index Linked) being a contribution towards the provision of Affordable Housing in the District of Uttlesford
"the Application"	means the detailed planning application submitted under s62A of the Town and Country Planning Act to the Secretary of State and validated on the 18 th day of October 2023 under application number S62A/2023/0023/ and Council reference UTT/23/2193/PINS for the proposed erection of 5 no. residential dwellings and associated infrastructure
"Commencement of Development"	solely for the purposes of this Deed and for no other purpose to initiate the Development by carrying out a material operation as defined in section 56(4) of the 1990 Act. Where used in the

context of part of the Development Commencement means the carrying out of a material operation on that part. The term "Commence Development" shall be construed accordingly. The following matters do not constitute a material operation and consequently shall not individually or together constitute Commencement:

- (a) Demolition;
- (b) Site clearance;
- (c) Site investigations, testing or surveys;
- (d) The provision of underground drainage and sewers and the laying and diversion of other services and service medium;
- (e) Archaeological investigations and digs;
- (f) Ecological surveys, investigations or assessments;
- (g) Decontamination and remediation works;
- (h) The construction of temporary boundary fencing or hoardings (including the erection of an enclosure for the purpose of site security);
- (i) The construction of a temporary site compound and welfare facilities / buildings / enclosures

"Index" means the UK Retail Price Index (All Items) published by the Office for National Statistics or in the event such indices cease to be published such other applicable index

"Index Linked" any sum which is payable to the Council to be adjusted by reference to the Index and as provided in clause 4.5

"the Development" means the development of the Land in accordance with the Planning Permission (and any non-material amendment under section 96A of the Act or any variation under section 73 of the Act)

"the Land" means shown edged red on the Plan

"Plan"	means the land at Eastfield Stables, May Walk, Elsenham Road, Stansted, as shown red on the plan attached to this Undertaking
"Planning Obligations"	means the planning obligations specified in the Schedule hereto
"Planning Permission"	means the full planning permission subject to conditions for the Development as may be granted by the Council pursuant to the Application including agreed amendments to the Planning Permission under section 73 of the Act or any non-material amendment of the Planning Permission under section 96A of the Act
"Secretary of State"	means the Secretary of State or a Planning Inspector appointed by them

W H E R E A S

1. The Council is the Local Planning Authority for the purposes of Section 106 of the Act for the area within which the Land is situated and shall be responsible for enforcing this Undertaking
2. The Owner is the freehold owner of the Land registered with absolute title at H M Land Registry under Title Number EX948290 and is as stated on the Register
3. The Owner has a right of access and right of drainage across the neighbouring land registered at HM Land Registry under Title Number EX361671 and EX434873 which forms part of the Land for this Application for access only
4. The Application has been submitted by the Owner to the Secretary of State under section 62A Town and Country Planning Act 1990 for Planning Permission for the Development as the Council are designated under Section 62A of the Town and Country Planning Act 1990 for applications for major developments from 8th February 2022
5. The Secretary of State is satisfied that the Development is such as may be permitted under the Act subject to conditions and subject also to the prior execution of this Undertaking
6. The Owner and the Secretary of State are satisfied that the Planning Obligations contained in this Undertaking are relevant planning considerations and are directly related to the Development fairly and reasonably related in scale and kind to the Development and

reasonable in all other respects and the obligations meet the tests set out under Regulation 122 of the Community Infrastructure Regulations 2010 (SI 2010/948)

N O W T H I S D E E D W I T N E S S E T H a s f o l l o w s :

1. This UNDERTAKING is made pursuant to section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
2. The Planning Obligations are submitted by the Owner as planning obligations for the purposes of Section 106 of the Act
3. The Owner acknowledges that the Planning Obligations are enforceable by the Council
4. The Owner hereby covenants with the Council:
 - 4.1. to observe and perform the Planning Obligations
 - 4.2. to comply with all other provisions covenants and other stipulations contained in this Undertaking not being Planning Obligations
 - 4.3. within 21 days of the date of any disposition of any legal interest in the Land or any part thereof to give the Council written notice thereof including details of the name and address of the person or persons to whom such interest was transferred **PROVIDED ALWAYS** that this shall not apply to interest by way of mortgage or legal charge
 - 4.4. to notify the Council in writing within 14 days thereof of the Commencement of Development
 - 4.5. that the Affordable Housing Contribution shall be Index Linked and shall be increased by an amount equivalent to the increase in the Index from the date of the Planning Permission until the date on which the Affordable Housing Contribution is paid in full to the Council.
5. The Owner acknowledges that an application approved by the Council pursuant to section 73 of the Act to vary or release any condition contained in the Planning Permission shall be deemed to be bound by the covenants and provisions of this Undertaking which shall apply in equal terms to the new planning permission unless otherwise stated by the Council in writing
6. The Owner acknowledges that if any provision of this Undertaking is declared by any Court to be void voidable illegal or otherwise unenforceable the remaining provisions of this Undertaking shall continue in full force and effect and the Owners shall if required amend that provision in accordance with or to give effect to the decision of the Court.

IT IS DECLARED THAT

7. The expressions "the Council" and "the Owner" shall include their successors in title and assigns
8. Wherever the expression "the Owner" includes more than one person then the covenants on the part of the Owner herein contained shall be deemed to be joint and several
9. In this Undertaking the singular includes the plural and vice versa and the masculine includes both other genders (feminine and neuter) and vice versa and words denoting actual persons include companies, corporations and firms and all such words will be construed interchangeably in that manner
10. If the Planning Permission shall expire before the Commencement of Development or is revoked or otherwise withdrawn without the consent of the Owner this Undertaking shall thereupon cease to have effect
11. Nothing herein contained shall prejudice fetter or affect any of the statutory rights powers duties and obligations for the time being vested in the Council as Local Authority and/or Local Planning Authority
12. The Owner shall permit any person duly authorised by the Council to enter the Land at any reasonable hour to ascertain whether there is or has been any breach of the Planning Obligations or any other provisions covenants or stipulations hereunder
13. Any bona fide individual purchaser and/or occupier of a dwelling erected on the Land pursuant to the Planning Permission shall not be bound by Planning Obligations
14. No person or body shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest
15. This Undertaking is governed by and interpreted in accordance with the law of England
16. The provisions of this Undertaking (other than this clause which shall be of immediate effect) shall be of no effect until this Undertaking has been dated

IN WITNESS whereof the Owner

hereto has caused this Deed to be executed the day and year first before mentioned

THE SCHEDULE

(Section 106 Planning Obligations)

1. The Owner covenants with the Council that:-
 - 1.1 Prior to Commencement to pay to the Council the Affordable Housing Contribution and will not Commence Development unless and until the Affordable Housing Contribution has been paid to the Council in full.

SIGNED as a Deed by the said

NB INVESTMENTS (UK) LIMITED

acting by a director in the presence of

Signature of witness:

Name: (in block capitals)

Address:

Witness Occupation

SIGNED as a Deed by **STUART DEAN**

RICHARDSON

in the presence of:

Witness Signature :

Witness name (Block Capitals):

Witness address:

Occupation:

SIGNED as a Deed by

MICHELLE ANN SAMEK-RICHARDSON



in the presence of:

Witness Signature :



Witness name (Block Capitals):



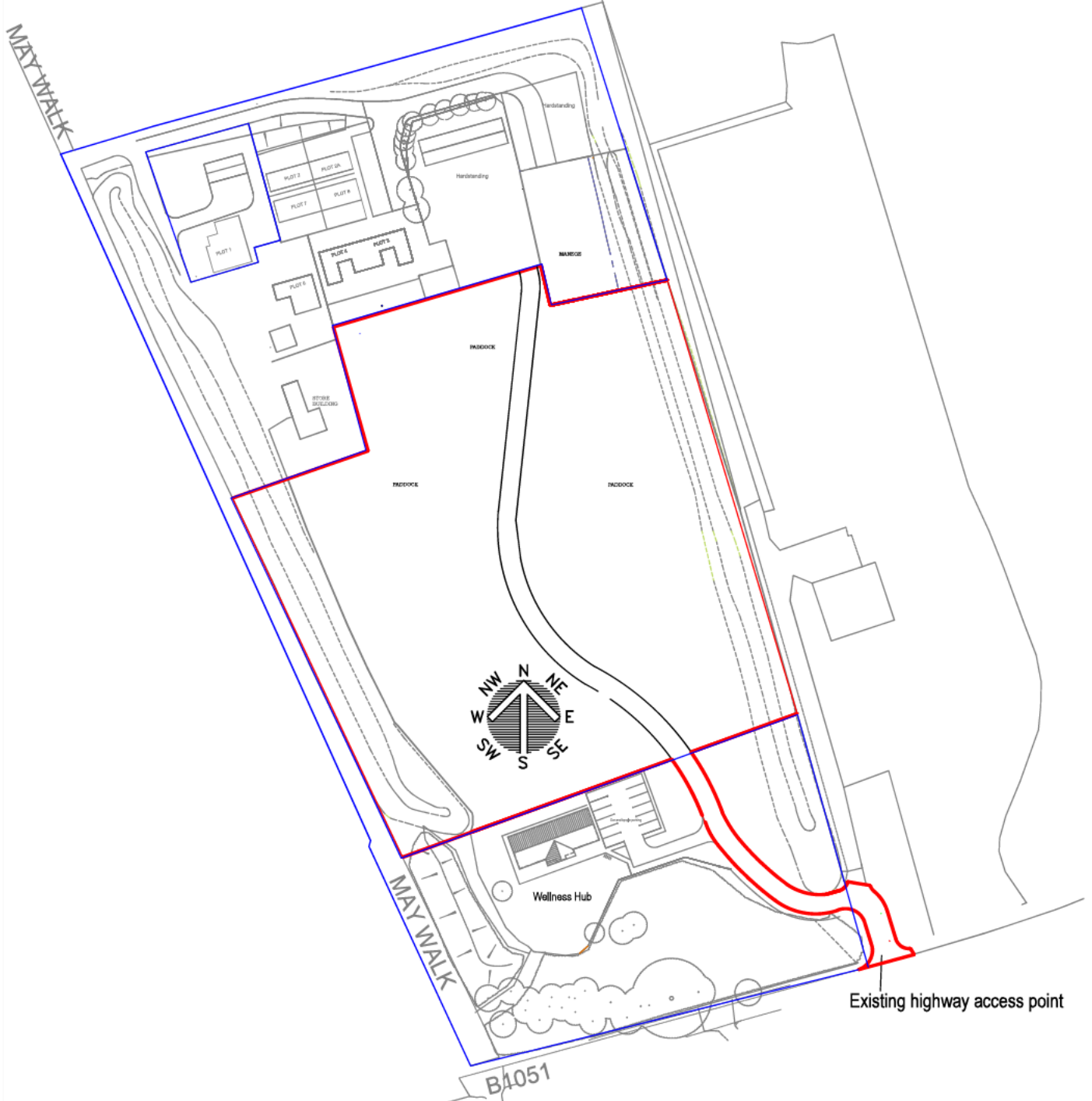
Witness address:



Occupation:

1:1250

25m 0 25m 50m 75m 100m 125m



Residential development of 5 dwellings
Eastfield Stables, Elsenham Road, Stansted CM24 8SS
Drawing RMDS/ES/23/001
Site location plan
Scale 1: 2500 @ A3

RANGER MANAGEMENT & DESIGN SERVICES
13 Barners End, Barnston, Dunmow CM6 1LY