

DATED

1st March

2025

UNILATERAL UNDERTAKING

Mr Martin Holderness

PLANNING OBLIGATION by DEED

under S106 of the Town and Country Planning Act 1990

Land on the north side of Ragged Hall Lane, St Albans

THIS UNILATERAL UNDERTAKING is made

1st March

2025

IS GIVEN BY

MARTIN HOLDERNESS of

██████████ ("the Owner");

IN FAVOUR OF

ST ALBANS CITY AND DISTRICT COUNCIL of Civic Centre, St Peter's St, St Albans AL1 3JE ("SADC")

NOW THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and is a planning obligation for the purposes of that section and WITNESSES as follows:

It is declared as follows

1. Definitions

- 1.1. "the 1972 Act" shall mean the Local Government Act 1972
- 1.2. "the 1990 Act" shall mean the Town & Country Planning Act 1990
- 1.3. "the 1999 Act" shall mean the Contracts (Rights of Third Parties) Act 1999
- 1.4. "the 2011 Act" shall mean the Localism Act 2011
- 1.5. "the Land" shall mean the Land on the north side of Ragged Hall Lane, St Albans shown on the Plan edged in red
- 1.6. "Certificate" a certificate signed by a Surveyor confirming that the land value as declared is fair and reasonable taking account of land values in SAD.
- 1.7. "Completion Certificate" a completion certificate issued under building regulations
- 1.8. "the Development" shall mean the development authorised by the Permission.
- 1.9. "Housing Plot" any plot of land on the Land that is not an Affordable Housing Plot, with access and utilities/services provided to the plot boundary.
- 1.10. "Implementation" shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the permission PROVIDED ALWAYS for the purposes of this planning obligation Implementation shall exclude:
 - (a) site survey
 - (b) ecological survey
 - (c) erection of fences or hoardingsand Implement and Implemented shall mutatis mutandis be construed accordingly

- 1.11. "Implementation Date" shall mean the date specified by the Developer to SADC in a written notice served upon SADC as the date upon which the development authorised by the Permission is to be commenced or if no such notice is served the date of Implementation.
- 1.12. "Occupation" shall mean occupation of a building constructed as part of the development of the Land for the purposes permitted by the Permission and shall not include day time occupation by workmen involved in the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the temporary storage of plant and material
- 1.13. "the Permission" shall mean the planning permission granted by SADC
- 1.14. "the Plan" shall mean the plan at Schedule 1
- 1.15. "the Planning Application" shall mean the outline (all matters reserved) application made by the Owner under reference number S62A/2025/0087 for the provision of Seven serviced plots with self-build and custom house building; *AND FOR THE AVOIDANCE OF ANY DOUBT* for the purposes of this agreement the term "Planning Application" shall (subject to the written confirmation of SADC being given prior to the determination of any planning applications that may follow) include any application(s) to vary a condition on the Planning Permission as permitted by section 73 of the Town and Country Planning Act 1990.
- 1.16. "Qualifying Self-Build and Custom Housebuilding Developer" means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals) who satisfy all of the following criteria: (i) they are aged 18 or over, (ii) they are a British citizen, (iii) they are seeking (either alone or with others) to acquire a serviced plot of land in the SADC's administrative area to commission or build a house to occupy as that individual's sole or main residence.
- 1.17. "Residential Dwelling" shall mean a unit of residential accommodation to be constructed on the Land or created by conversion of an existing building on the Land in accordance with the Permission
- 1.18. "Self-Build and Custom Housebuilding Plots" means the units of self-build and/or custom-build housing as defined in section 1(A1) and A(2) of the Self-build and Custom Housebuilding Act 2015 (as amended) and "Self-Build and Custom Housebuilding Plot" shall be construed accordingly
- 1.19. "Self-Build Register" means the list of individuals who are registered on the SADC's self and custom build register maintained pursuant to section 1 of the Self-build and Custom Housebuilding Act 2015 (as amended)
- 1.20. "Surveyor" a chartered surveyor with relevant experience of the property market in SADC
- 1.21. "Working Days" shall mean any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Day and New Year's Day

2. Recitals

- 2.1. SADC is the Local Planning Authority within the meaning of the 1990 Act for the council in which the Land is situated
- 2.2. The Owner is registered at HM Land Registry as proprietor of part of the Land with freehold title under title number HD504369 (Appendix 1)

- 2.3. Martin Holderness has made the Planning Application to SADC
- 2.4. The Owner is entering into this planning obligation pursuant to the operative powers described in clause 3 for the purpose of regulating the Development and use of the Land

3. Enabling Powers and Obligations

- 3.1. This planning obligation is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 1 of the 2011 Act.
- 3.2. Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by SADC

4. Obligations undertaken by the Owner

- 4.1. With the intent that the Land shall be subject to the obligations and restrictions contained in this planning obligation for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this planning obligation shall be enforceable against the Owner and their successors in title the Owner hereby jointly and severally covenant SADC to observe and comply with the obligations contained in Schedule 2
- 4.2. The liability of the Owner under this planning obligation shall cease once they have parted with their interest in the Land or any relevant part thereof (in which event the obligations of the Owner under this planning obligation shall cease only in relation to that part or those parts of the Land which is or are transferred by them) but not so as to release either party from liability for any breaches hereof arising prior to the transfer

5. Conditionality

- 5.1 This planning obligation shall come into effect only if the Permission is granted by the Planning Authority

6. Notice of Implementation

- 6.1. The Owner will give SADC not less than 28 days notice of its intention to implement the Permission specifying the intended Implementation Date
- 6.2. Forthwith upon Implementation the Owner will give SADC notice of Implementation

7. Provisos and Interpretation

- 7.1. No provision of this planning obligation shall be interpreted so as to affect contrary to law the rights powers duties and obligations of SADC in the exercise of any of its statutory functions or otherwise
- 7.2. If any provision of this planning obligation shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this planning obligation and the enforceability of the remainder of this planning obligation shall not be affected
- 7.3. No waiver (whether express or implied) by SADC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this planning obligation shall constitute a continuing waiver and no such waiver shall prevent SADC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default
- 7.4. Any provision contained in this planning obligation requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed
- 7.5. The headings in this planning obligation do not affect its interpretation
- 7.6. Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this planning obligation
- 7.7. Unless the context otherwise so requires:
 - 7.7.1. references to SADC and the Owner include their permitted successors and assigns
 - 7.7.2. references to statutory provisions include those statutory provisions as amended or re-enacted; and
 - 7.7.3. references to any gender include both genders

8. Planning obligations and Declarations

- 8.1. The obligations contained in Schedule 2 shall take effect only upon the Implementation

- Date (save where expressly stated to the contrary in Schedule 2) and in the event that the Planning Application is refused or the Permission not implemented and expires the obligations contained in Schedule 2 shall absolutely cease and determine without further obligation upon the Owner or their successors in title
- 8.2. The obligations contained in Schedule 2 shall absolutely cease and determine without further obligation upon the Owner or its successors in title if the Permission is revoked, quashed, is modified without the consent of the Owner expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission
- 8.3. Save as specifically provided in this Deed nothing in this planning obligation shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than one relating to the Development)
- 8.4. The obligations under this planning obligation shall not be enforceable against any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function
- 8.5. This planning obligation constitutes a Local Land Charge and shall be registered as such provided that SADC will upon the happening of any of the eventualities referred to in paragraphs 8.1. and 8.2. of this Part or upon the determination of this planning obligation howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this planning obligation

9. Exclusion of the 1999 Act

9.1 For the purposes of the 1999 Act it is agreed that nothing in this planning obligation shall confer on any third party any right to enforce or any benefit of any term of this planning obligation

10. Notices

- 10.1. Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this planning obligation as the address for the receiving party or such other address as shall from time to time be notified by a party to this planning obligation as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office
- 10.2. Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this planning obligation to be made which are addressed to SADC shall be addressed to the Director Planning and Building Control of that SADC council

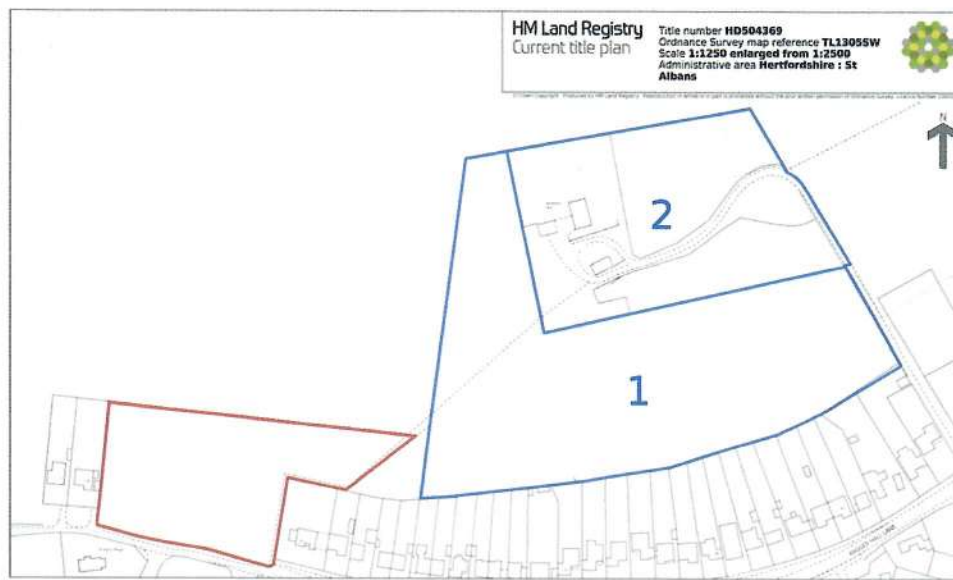
11. Entire Planning obligation

11.1 This planning obligation the schedules and the documents annexed hereto or otherwise referred to herein contain the whole planning obligation between the parties relating to the subject matter hereof and supersede all prior planning obligations arrangements and understandings between the parties relating to that subject matter

IN WITNESS WHEREOF the Owner has executed this planning obligation as a deed the day and year before written

SCHEDULE 1 (The Plan)

Land subject to labelling on the plan and registered at Land Registry under freehold title number HD504369.



SCHEDULE 2

(Obligations entered into with SADC)

Part 1

Commitment to Custom / Self-Build Housing

1. Prior to the commencement of the construction of the dwellings to submit for approval of the SADC details of a programme for the marketing of the Self-Build and Custom Housebuilding Plots.
2. To market the Self-Build and Custom Housebuilding Plots in accordance with the details approved by the SADC pursuant to paragraph 10 of this Schedule.
3. Unless agreed otherwise in writing with the SADC the Self-Build and Custom Housebuilding Plots shall only be transferred to either:
 - i) those on the Self-Build and Custom Housebuilding Register,
 - ii) a Qualifying Self-Build and Custom Housebuilding Developer, or
 - iii) such other person or persons approved in writing by the SADC prior to any disposal of the relevant Self-Build and Custom Housebuilding Plot in question.
4. To give notice in writing to the SADC of the date of commencement of marketing of the Self-Build and Custom Housebuilding Plots not later than fourteen (14) Working Days after the that date.

EXECUTED and delivered as a DEED by)

The said

Signed by: _____

[Martin Holderness]

In the presence of:

Witness signature:

Witness name:

Witness address:

Occupation of witness

