DATED 3 May **2024**

EEB66 LIMITED (1)

and

WITHINGTON PARISH COUNCIL (2)

VOLUNTARY UNILATERAL UNDERTAKING

relating to land at

CHURCH FARM, WITHINGTON, SHREWSBURY SY4 4PZ

Taylor Vinters
Merlin Place
Milton Road
CAMBRIDGE
CB4 0DP
Our Ref: EXW/414714.147

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THIS DEED is dated 3 May 2024

PARTIES

1 **EEB66 LIMITED** incorporated and registered in England and Wales with company registration number 13207815 whose registered office is The Old Rectory, Church Street, Weybridge, Surrey KT13 8DE (the "**Company**"); and

2 **WITHINGTON PARISH COUNCIL** whose address is Brookside, Withington, Shropshire SY4 4PU (the "**Council**").

BACKGROUND

1 The Company was granted Planning Permission on 13th April 2023 and is proposing to carry out the Development.

2 The Company intends to develop the Property pursuant to the Planning Permission and a Conditional Agreement for Lease dated 29 April 2022 made between (1) Philip John Nicklin, Richard Oswald Nicklin and Peter Timothy Nicklin and (2) the Company.

3 The Company gives this voluntary unilateral undertaking to perform the obligations set out in this deed.

AGREED TERMS

1 INTERPRETATION

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

1.1 Definitions:

1.1.1 "**Base Rate**" means the base rate from time to time of the Bank of England.

1.1.2 "**Contribution**" means the sum of £4000 per MWac of installed capacity on the Property as a result of the Development towards the cost of the Council's community projects in Withington Parish.

1.1.3 "**Default Interest Rate**" means 4% per annum above the Base Rate.

1.1.4 "**Development**" means the development of the Property described in the Planning Appeal.

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

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

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

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

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

1.7 A reference to the Local Planning Authority shall include the successors to its respective statutory functions.

1.8 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.

1.9 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.

1.10 A reference to **writing** or **written** excludes faxes and e-mail.

1.11 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) from time to time.

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

1.13 Any words following the terms **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.

1.1.5 "**G99 Date**" means the first date on which the G99 connection of the Development to the network consisting (wholly or mainly) of electric lines owned or operated by the distribution network operating company or any successor who is licensed to operate the electricity distribution network to which the Development will be connected (the "**DNO**") and used for the distribution of electricity pursuant to a grid connection agreement entered into between the Company and the DNO relating to the Development.

1.1.6 "**Local Planning Authority**" means Shropshire Council.

1.1.7 "**Plan**" means the plan attached to this deed.

1.1.8 "**Property**" means the property at Church Farm, Withington, Shrewsbury SY4 4PZ shown edged red on the Plan.

1.1.9 "**Planning Application**" means an application for planning permission registered by the Local Planning Authority on Fri 26 Aug 2022 under reference number 22/03486/FUL and any variation, modification or extension of the same or a subsequent application for planning permission or an application for Section 73 Permission made by the Company (or its successors and assigns in accordance with clause 1.6) for Development of the Property and any variation, modification or extension of the same.

1.1.10 "**Planning Permission**" means the planning permission to be granted by the Local Planning Authority (or the Secretary of State pursuant to any appeal or call in) in respect of the Planning Application or related appeal including (for the avoidance of doubt) a Section 73 Permission or a Planning Application or related appeal which is remitted back to the Local Planning Authority or the Secretary of State (whatever the case maybe) following a planning permission being quashed (due to a successful legal challenge) and subsequently the planning permission is granted by the Local Planning Authority or the Secretary of State (whatever the case maybe) pursuant to the remitted Planning Application.

1.1.11 **"Section 73 Permission"** means a planning permission which may be granted by way of approval of an application under Section 73 of the Town and Country Planning Act 1990 permitting the Development subject to conditions which differ from the conditions of the Planning Permission.

1.1.12 **"TCPA 1990"** means the Town and Country Planning Act 1990.

1.14 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.

2 STATUTORY PROVISIONS

2.1 This deed constitutes a planning obligation for the purposes of the TCPA 1990, Local Government Act 1972 and any other enabling powers.

2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of the TCPA 1990 and are entered into by the Council and the Company with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

2.3 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with the TCPA 1990.

3 COVENANTS WITH THE COUNCIL

3.1 The Company covenants with the Council to:

3.1.1 notify the Council in writing of the date of commencement of Development within 20 days of such date occurring;

3.1.2 notify the Council in writing of the G99 Date and the relevant figure for the MWac of installed capacity on the Property as a result of the Development within 20 days of the G99 Date; and

3.1.3 pay the Contribution to the Council within 30 days of the G99 Date (the "**Payment Date**").

4 COVENANTS WITH THE COMPANY

Subject to receipt of the Contribution in accordance with clause 2.1, the Council covenants with the Company to use the Contribution for the benefit of Withington Parish, its parishioners and the community generally.

5 RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

6 DETERMINATION OF DEED

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

6.1.1 expires before the G99 Date;

6.1.2 is varied or revoked other than at the request of the Company or anyone acting on its behalf; or

6.1.3 is quashed following a successful legal challenge and the relevant Planning Application (to which the Planning Permission was originally granted) once remitted back to the Local Planning Authority is not granted and / or dismissed by the Local Planning Authority.

7 INTEREST ON LATE PAYMENT

7.1.1 If the Contribution has not been paid to the Council prior to or on the Payment Date, the Company shall pay the Council interest on the Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Payment Date to and including the date of payment.

8 COUNCILS COSTS

8.1 The Company shall pay to the Council on the date of this deed:

8.1.1 the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed capped at £1,500.00 plus VAT.

8.1.2 the sum of £1,000.00 as a contribution towards the Council's costs of monitoring the implementation of this deed.

9 OWNERSHIP

9.1.1 Following the disposal of the Company's interest in the Development, until such time as the obligations in clause 3 have been complied with, the Company will give to the Council within a reasonable period of time, the name and address of the person to whom the Company's interest has been transferred.

10 NOTICES

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

10.1.1 delivered by hand; or

10.1.2 sent by pre-paid registered or recorded delivery post..

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

10.2.1 to the Council at: Brookside, Withington, Shropshire SY4 4PU or notified in writing to the other party from time to time or (if earlier) when delivered to the recipient;;

10.2.2 to the Company at:

or as otherwise specified by the relevant person by notice in writing to each other person.

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

10.3.1 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 before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs 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;

10.3.2 if sent by registered or recorded delivery post or other next working day delivery service at 9.00 am on the second Working Day after posting.

10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11 THIRD PARTY RIGHTS

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

12 GOVERNING LAW

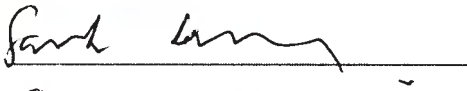
This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

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

EXECUTED AS A DEED by)
EEB66 LIMITED acting by a)
Director in the presence of:)



Witness signature:



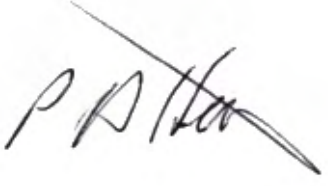
Witness name: SARAH LANCEGAN

Witness address: 1 Ely Place, London, UK

Witness occupation: Solicitor

EXECUTED AS A DEED by)
two authorised persons for)
and on behalf of)
WITHINGTON PARISH COUNCIL

Chairman's Signature



Chairman's Full Name: PHILIP ANDREW HEATH

in the presence of:

Witness signature: DROSCOE

Witness name: DENISE ROSCOE

Witness address: BROOKSIDE
WITHINGTON
SY4 4PU

Witness occupation PARISH CLERK

Vice Chairman's Signature 

Vice Chairman's Full Name MARTN REGINALD TIMMIS

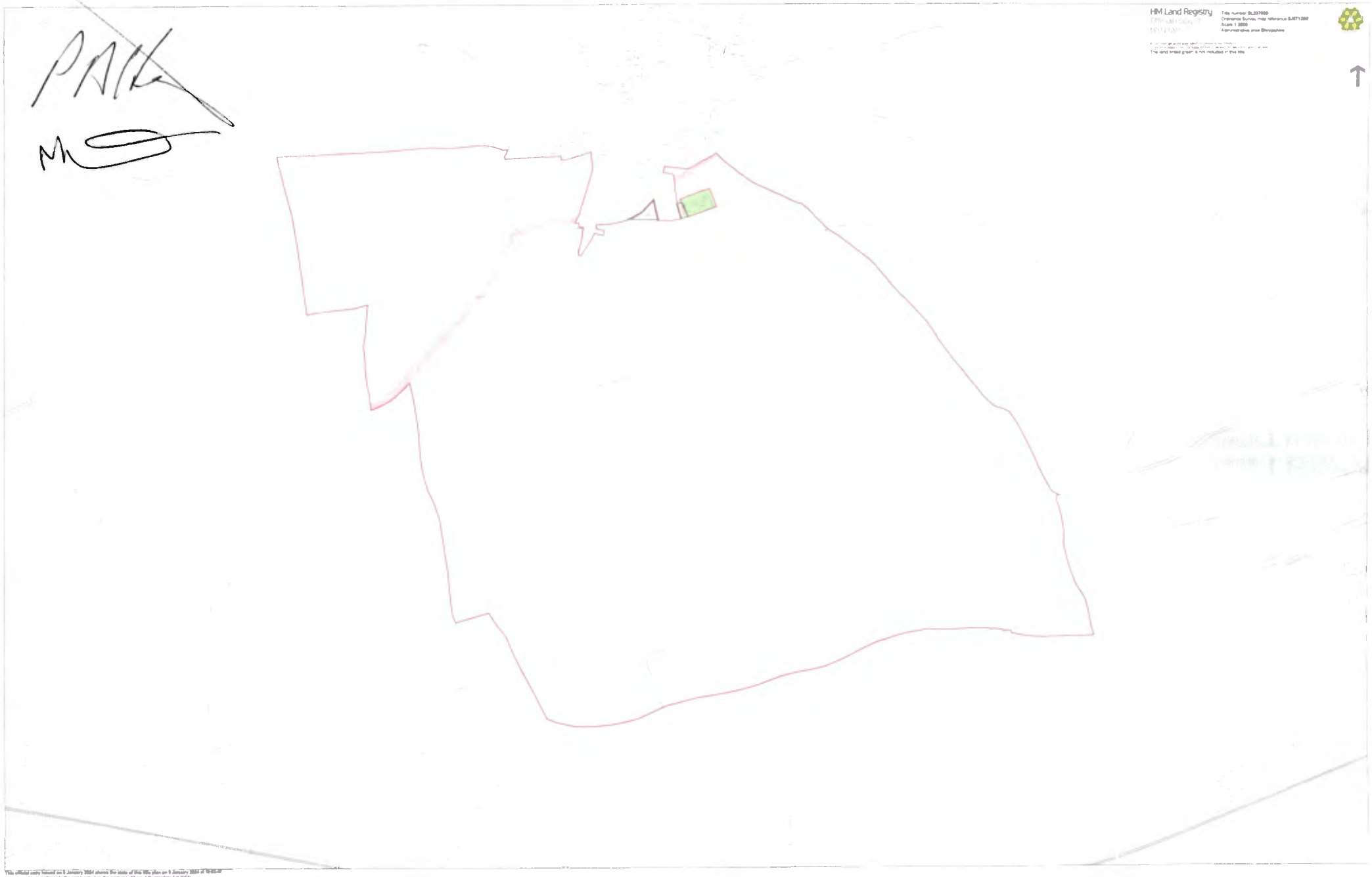
In presence of

Witness signature: DROSCOE

Witness name: DENISE ROSCOE

Witness address: BROOKSIDE
WITHINGTON
SY4 4PU

Witness occupation Parish Clerk



This official copy issued on 9 January 2024 shows the state of this title plan on 9 January 2024 at 10:03:47
It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002)
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may [illegible] measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.