

## Unilateral Undertaking

Planning application reference: **23/01487/FUL**

Given pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) by the person(s) named in the **First Schedule to Chelmsford City Council** in respect of the land described in the **Third Schedule** for the purpose of securing the payment (due on commencement of development) of a contribution towards habitat mitigation.

235618.27 SPAContribution (date of Agt) 10106 Draft (04-04-07)

THIS UNILATERAL UNDERTAKING is given the **24** day of  
**OCTOBER 2024**

BY:

**(1) THE PERSON(S) named in the First Schedule  
("the Owner")**

TO:

**CHELMSFORD CITY COUNCIL** of Civic Centre, Duke  
Street, Chelmsford, Essex CM1 1JE (**"the Council"**)

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### BACKGROUND: -

- (1) The Owner is the freehold owner or leasehold owner of the Site (as defined below) which is the subject of the Planning Application (as defined below).
- (2) The Council is the Local Planning Authority for the purposes of Section 106 of the Town and

Country Planning Act 1990 (as amended) for the area in which the Site is situated.

- (3) The Site is situated within a "Zone of Influence" (as established by Natural England) and as such the Development is likely to have a significant effect (in terms of impact) on an Essex coastal European designated site and must therefore provide appropriate mitigation pursuant to the requirements of the Conservation of Habitats and Species Regulations 2017.
- (4) A unilateral undertaking in the terms set out below is necessary in order to make the Development acceptable in planning terms. Specifically, the purpose of this Unilateral Undertaking is to secure the payment of a commuted sum to fund the carrying out of habitat mitigation projects in accordance with RAMS (the Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy).

**NOW THIS DEED WITNESSETH** as follows:

**Definitions and Interpretation**

1.1 In this Unilateral Undertaking the following words and phrases shall unless the context otherwise admits or requires have the following meanings:

"the Contribution"	The total monetary payment (calculated on the basis of £163.86 per new dwelling) due on Commencement of the Development from the Owner or their successor in title to the Site – which will be used to fund habitat mitigation projects ("Habitat Mitigation Measures") identified by the Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy (RAMS) in particular to mitigate any increased use at Foulness SPA and Ramsar; Dengie SPA and Ramsar; Crouch & Roach Estuaries SPA and Ramsar; Blackwater SPA and Ramsar; and Essex Estuaries SAC as a result of the Development.
"Commencement of the Development"	Means the date on which any material operation (as defined in Section 56(4) of the Town and Country Planning Act 1990 (as amended)) pursuant to the Planning Permission begins to be carried out on the Site.
"the Development"	Is a reference to the proposed development which is the subject of the Planning Application

"Planning Application"

The planning application referred to in the **Second Schedule**

"Planning Permission"

planning permission granted by the Council pursuant to the Planning Application, including any subsequent planning permission granted pursuant to an application made under section 73 of the *Town and Country Planning Act 1990*, and (for the avoidance of any doubt) any Planning Permission which has been the subject of a non-material amendment under section 96A of the *Town and Country Planning Act 1990*

"the Site"

The land described in the **Third Schedule**

## 2. **Planning Obligations**

2.1 This Undertaking is given in pursuance of: -

2.1.1 Section 106 of the *Town and Country Planning Act* (as amended) and the obligations contained herein are planning obligations for the purposes of that Section and entered into by the Owner with the intention that they bind successors in title to the Site (or any part thereof) and are enforceable by the Council

2.1.2 Sections 111 and 120 of the *Local Government Act 1972*, Section 2 of the *Local Government Act 2000*, Section 33 of the *Local Government (Miscellaneous Provisions) Act 1982*, and all other enabling powers

## 3. **The Owner's Covenant/Undertaking**

The Owner covenants with the Council that on Commencement of the Development (but not otherwise) and subject always to the limitation set out in clause 4 below they will comply with the obligation set out in the **Fourth Schedule**.

## 4. **Limitation on Scope of Undertaking where the Owner (or their successors in title) has parted with their interest in the Site.**

Neither the Owner nor any successor in title to the Site shall be liable for any breach of this Undertaking after they have parted with all interest in the Site SAVE for any subsisting breach of covenant on their part prior to parting with such interest

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**The First Schedule**

*(Name(s) of Person(s) giving this Unilateral Undertaking  
– “the Owner”)*

ROKA NIXY LTD (Co. Regn. No. 12783508) of Matrix  
House, 12-16 Lionel Road, Canvey Island SS8 9DE.

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**The Second Schedule**

*(The Planning Application)*

Planning Application Reference: 23/01487/FUL  
for: Retrospective application for change of use  
of land to showmen's permanent quarters

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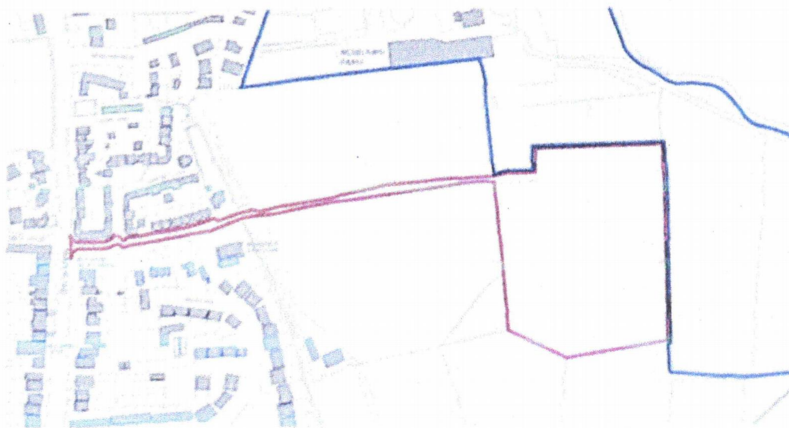
**The Third Schedule**

*(The Site)*

Land South East Of Roselawn Farm Main Road  
Broomfield Chelmsford

The application site which is the subject of the Planning  
Application, being land situated:

*[and shown edged in red on the annexed plan]*



A3



**The Fourth Schedule**

*(The Owner's covenant/undertaking)*

To pay to the Council forthwith the Contribution in the sum set out below to fund Habitat Mitigation Measures.

£ (figure) Amount (in words)


£ £983.16 Nine Hundred and Eighty Three Pounds and Sixteen Pence.

**IN WITNESS WHEREOF** the parties to this Deed have **EXECUTED** this document as a Deed and delivered it the day and year first above written Executed as a deed by

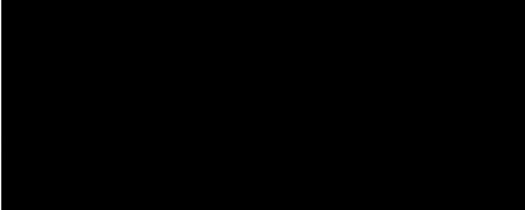
**NAME OF OWNER:** ROKA NIXY LTD (Co. Regn. No. 12783508)

**Signature of Owner** or Director/Authorised Officer (if Owner is limited company or other corporate body):

 DALGI BIBBY 24/10/23

Witness signature:  .....

Witness name: Ben Connell .....

Witness address:  .....

Witness occupation: Director .....

Author W. Butcher (Legal)  
Version 1  
Date 12.12.18  
Revision (KD) 5.3.2020 (W. Butcher (Legal) approved)  
Update (KD) 1 April 2020 increase  
Update (KD) April 2021 increase  
Update (KD) April 2023 increase