

Dated *24 April* 2026

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GIVEN BY

**James Michael Jesse Bowers**

TO

**Eastleigh Borough Council**

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**Unilateral Undertaking pursuant to Section 106 of The Town and Country  
Planning Act 1990 (as amended) and all other enabling powers**

relating to

**Former Site of "The Bungalow" Tanhouse Lane Botley Southampton SO30 2SZ**

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Worldwide House, Thorpe Wood, Peterborough PE3 6SB

THIS DEED IS MADE this 24<sup>th</sup> day of April 2026

GIVEN BY:

- (1) JAMES MICHAEL JESSE BOWERS of Sunnyside Heath House Lane Hedge End Southampton SO30 0LB ("the Owner")

TO

- (2) EASTLEIGH BOROUGH COUNCIL of Eastleigh House, Upper Market Street, Eastleigh SO50 9YN ("the Council")

together "the Parties"

## INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations given to the Council contained in this Deed are enforceable
- (B) The Owner is the freehold owner of the Site which is registered at Land Registry under title number HP202795 and wishes to construct a single dwelling for use as his principle private residence.
- (C) The Owner has applied to the Council for Permission in Principle (PiP) in respect of the Site.
- (D) The Owner acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner here after appearing and pursuant to section 106 of the Act and have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed in the event that the Planning Permission is granted by the Council.
- (E) This Deed is entered into to make provision for regulating the Development and meets the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

## NOW THIS DEED WITNESSES AS FOLLOWS:

### OPERATIVE PART

#### 1. DEFINITION

For the purposes of this Deed the following expressions shall have the following meanings:

|                               |                                                                                                                                                                                                                                                                   |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Act"                         | Means The Town and Country Planning Act 1990 (as amended);                                                                                                                                                                                                        |
| "Application"                 | means the application for permission in principle (PiP) for the Development;                                                                                                                                                                                      |
| "Commencement of Development" | means the date on which a material operation (as defined by section 56(4) of the Act) comprised in the Development begins to be carried out OTHER THAN (for the purpose of this Deed and for no other purpose):<br><br>(a) Site clearance;<br><br>(b) Demolition; |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | <p>(c) Site level re-modelling;</p> <p>(d) Archaeological investigations or excavation works;</p> <p>(e) Site preparation including, but not limited to, preparatory engineering works designed to lay foundations for the Development;</p> <p>(f) Investigations for the purpose of assessing ground conditions, including (but not limited to) exploratory boreholes, site or soil investigations;</p> <p>(g) Remediation works;</p> <p>(h) Diversion, laying, construction, enlargement, repair, maintenance or cleansing of services to serve the Land;</p> <p>(i) Erection of fences or hoarding or other temporary means of enclosure;</p> <p>(j) Temporary display of site notices or advertisements;</p> <p>(k) Construction of temporary access and service roads</p> <p>(l) Pegging out of roads or paths; or</p> <p>(m) Security works;</p> <p>and "Commence Development" and "Commencement Date" shall be construed accordingly;</p> |
| <b>"Development"</b>        | means the construction of a self-build dwelling with matters of detail reserved for technical details consent (TDC) stage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Dwelling"</b>           | means the self-build and custom build dwelling as defined in the Self-Build and Custom Housebuilding Act 2015 (as amended) and the NPPF to be constructed on the Land;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Eligible Person"</b>    | means an individual, associations of individuals or persons working with or for individuals or associations of individuals as defined in Section 1 (A1) and 1(A2) of The Self-Build and Custom Housebuilding Act (as amended);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Mitigation Package"</b> | means a package of mitigation addressing the additional nutrient inputs arising from the Development which shall address all of the additional nutrient loading upon protected European sites arising from the Development and which shall allow the Council to determine on the basis of the best available scientific evidence that such additional metric loading will not have an adverse effect on the integrity of those European sites, having regard to the conservation objectives for which they are designated;                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"NPPF"</b>                                    | means the National Planning Policy Framework 2024 (as amended);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>"Occupation"</b>                              | means the physical occupation of a Dwelling for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration and "Occupied" is to be construed accordingly;                                                                                                                                                                                                                                                                                                       |
| <b>"Plan"</b>                                    | means the plan attached to this Deed at Appendix 1;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"Planning Permission"</b>                     | means the permission in principle which may be granted by the Council pursuant to the Application                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Technical Details Consent" or "TDC"</b>      | means an application for approval of details for the Site as approved by the PIP;                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>"Self-Build and Custom Housebuilding Act"</b> | means the Self-Build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016 and the Levelling Up and Regeneration Act 2023 and any statutory instruments or successor legislation;                                                                                                                                                                                                                                                                                                                                      |
| <b>"Site"</b>                                    | means the land shown for justification purposes only edged red on the Plan and described in the First Schedule against which this Deed may be enforceable which is to be secured as "self-build and custom housebuilding" as defined in Section 1(A1) of the Self-Build and Custom Housebuilding Act (as amended) providing "serviced plot of land" as defined by Section 5(1) of the Self-Build and Custom Housebuilding Act like (as amended) and on which a dwelling will be constructed pursuant to the to the Planning Permission (PIP & TDC); |
| <b>"Working Days"</b>                            | means any day Monday to Friday inclusive except bank or public holidays in England                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## 2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this deed;
- 2.2 Words importing with singular meaning where the context so admits include the plural meaning and vice versa;
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner;

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise;
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactments of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it;
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council its successor or successor in title to their relevant statutory functions;
- 2.7 The headings are for reference only and shall not affect construction.

### 3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, and section 1 of the Localism Act 2011 and all other enabling powers;
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the Act and are enforceable by the Council against the Owner and their successors in title.

### 4. CONDITIONALITY

- 4.1 The planning obligations contained in this Deed are conditional upon:
- 4.1.1 the grant of the Planning Permission; and
- 4.1.2 the Commencement of Development;
- the remainder of this Deed will come into effect immediately upon the completion of this Deed.

### 5. THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in Schedule 2;

### 6. MISCELLANEOUS

- 6.1 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999;
- 6.2 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principle address or registered office (as appropriate) of the relevant party;
- 6.3 In so far as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 6.4 This Deed shall cease to have effect (in so far only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the owner) it is modified by any statutory procedure or expires prior to the Commencement of Development;

- 6.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire freehold or long leasehold interest in the Site or part of the Site to which the breach relates, but without prejudice to liability for any subsisting breach arising prior to parting with such interest;
- 6.6 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, telecommunications, or highways in connection with the Development of the Site;
- 6.7 The covenants, restrictions and requirements contained in this Deed shall not be enforceable against those persons who purchase part of the Site for occupation by themselves or their lessees tenants or individuals as a completed Dwelling;
- 6.8 None of the covenants in the Second Schedule shall apply to or be binding upon a mortgagee or chargee of the Site (after completion of the construction of the Dwelling) exercising a power of sale pursuant to a default under the terms of its mortgage or charge;
- 6.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed;
- 6.10 In the event that any new planning applications are made in respect of the Development pursuant to section 73 of the Act then with effect from the date that such new Planning Permission is granted pursuant to section 73 of the Act:
- 6.10.1 The obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of any planning permission arising from the Planning Permission granted pursuant to section 73 of the Act; and
- 6.10.2 the definitions of Development, Application and Planning Permission shall be assumed to include references to any applications under section 73 of the Act, the planning permissions granted thereunder and the development permitted by such subsequent planning permissions provided that nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and/or quantum of s106 obligations insofar as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act;
- 6.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the Council under all statutes by-laws statutory instrument orders and regulations in the exercise of their functions as a local authority;
- 6.12 The Owner consents from the date of that this Deed takes legal effect pursuant to clause 4 hereof to allow the Council and its duly authorised officers or agents at all reasonable times upon reasonable notice to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.

## 7. COUNCIL'S DISCRETION

- 7.1 If in determining the Application the Council expressly states in the application decision that any obligation(s) or parts thereof contains in this deed:

7.1.1 is not a material planning consideration; and

7.1.2 has been given no material weight in determining the Application; and

7.1.3 does not constitute a reason for granting the Planning Permission in accordance with Regulation 122 of the CIL Regulations;

then such applications or part thereof shall not be enforceable pursuant to this Deed and shall cease to have effect save for as set out in the Planning Permission but that shall not affect the enforceability of the other obligations within this Deed.

8. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England

9. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effects until this deed has been dated.

IN WITNESS whereof the parties here to have executed this Deed on the day and year first before written

## **SCHEDULE 1**

### **Details of the Owners Title and Description of the Site**

The freehold land shown edged red on the Plan being land known as Former Site of "The Bungalow"  
Tanhouse Lane Botley Southampton SO30 2SZ registered at the Land Registry under title number HP202795.

## **SCHEDULE 2**

### **The Owner's Covenants to the Council**

The Owner covenants to the Council:

1. To give the Council not less than ten (10) Working Days written notice of the date of its intention to Commence Development.
2. To give the Council not less than ten (10) Working Days written notice of the date of intended first occupation of the Dwelling.

#### **Self-Build and Custom Housebuilding**

3. Not to dispose of any Site to any person other than an Eligible Person provided that this clause paragraph shall not bind successors in title to the completed Dwelling.
4. Not to use the Site for any other purpose apart from his self-build and custom housing other than in accordance with this Deed.

#### **Nutrient Mitigation**

5. Prior to Commencement of Development to submit the Mitigation Package to the Council for its written approval.
6. Not to Commence Development until the Mitigation Package has been approved in writing by the Council.
7. Not to Occupy or permit Occupation of any Dwelling unless and until the approved Mitigation Package has been fully implemented and evidence of this has been provided to the Council in writing.

#### **Special Protection Areas Contributions**

8. Provided it remains a requirement of the Council, prior to Commencement of Development, to pay all sums due to the Council in respect of the Solent Recreation Mitigation Strategy and the New Forest Mitigation Strategy.

SIGNED as a Deed by JAMES MICHAEL  
JESSE BOWERS in the presence of:

Witness signature

Witness name

KARL REYNOLDS

Witness address

GREEN ALRES, BLIND LANE,  
WEST END, BATHAMPTON SO30 2NJ

Witness occupation

SOLICITOR

## Appendix 1 – Plan

REGISTRY

TITLE NUMBER

HP2 02795

SU 4911

SECTION

Scale

1/2500

DISTRICT EASTLEIGH

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NOTE: AREAS ON THIS PLAN ARE EXPRESSED  
IN ACRES AND HECTARES.

