

**Name(s)**

**UNILATERAL UNDERTAKING**

**PLANNING OBLIGATION BY DEED OF UNDERTAKING**

**PURSUANT TO SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990**

**RE:**

This DEED is made                      day of                      2012

BY

(“the Owner”)

[AND by

[“the Mortgagee”]

## **RECITALS**

1. The Owner is the proprietor of an estate in fee simple absolute in possession [free from incumbrances] more particularly described in the First Schedule hereto (“the Land”).
2. Knowsley Metropolitan Borough Council (“the Council”) is the local planning authority for the purposes of s106 Town and Country Planning Act 1990, as amended, (“the Act”) for the administrative area within which the Land is situate.
3. On                      a planning application (“the Planning Application”) reference Number                      was submitted to the Council [by] [on behalf of] the Owner for the (“the Development”).
4. The Owner undertakes that if Planning Permission is granted for the proposed Development (“the Planning Permission”) and the Planning Permission is implemented he will pay the sums set out in Schedule 2 to the Council, being a commuted sum in lieu of the provision of on-site public open space and a commuted sum towards the ongoing monitoring of the Development.

## **NOW THIS UNDERTAKING WITNESSES AS FOLLOWS:**

1. The Undertaking relates to and is intended to bind only the Land and is made pursuant to Section 106 of the Act and is a planning obligation for the purposes of that Section and the Council is the local planning authority by which the provisions of this undertaking are intended to be enforceable.
2. This Undertaking shall come into effect only upon the grant of the Planning Permission PROVIDED ALSO THAT unless and until the Planning Permission is implemented by the carrying out of a material operation (as defined in Section 56(4) of the Act) nothing in this

Undertaking shall oblige the Owner to comply with the covenant on its part contained in the Second Schedule of this Undertaking.

3. The Owner covenants with the Council to observe and perform the obligations specified in the Second Schedule.
4. It is hereby declared as follows:
  - 4.1 The expressions 'the Council' and the 'Owner' [the "Mortgagee"] shall include their successors in title and assigns.
  - 4.2 No person shall be liable for breach of a covenant contained in this Undertaking after that person shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
  - 4.3 If permission granted pursuant to the Planning Application shall expire before the Development is begun or shall at any time before the Development is begun be revoked quashed or otherwise withdrawn or substantially modified by any statutory procedure this Undertaking shall forthwith determine and cease to have effect.
  - 4.4 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Undertaking.
  - 4.5 This Undertaking is a local land charge and shall be registered as such.
  - 4.6 In this Undertaking unless the context otherwise requires any word importing:-
    - a) an individual includes a company and vice versa;
    - b) masculine includes feminine and vice versa; and
    - c) singular includes plural and vice versa
  - 4.7 The headings in this Undertaking are for convenience only and shall not be taken into account in the construction and interpretation of this Undertaking.
  - 4.8 Any references to any particular statute include any statutory extension, modification, amendment or re-enactment of such statute and also include any statutory instruments, regulations or orders made in pursuance of it.

**IN WITNESS** whereof this Undertaking was duly executed as a Deed by the Owner [and Mortgagee] on the date hereof.

## **FIRST SCHEDULE**

1. Epitome of title appended hereto for the land shown edged red on the attached plan.

## **SECOND SCHEDULE**

1. Upon commencement of development the Owner shall pay to the Council:
  - a. the sum of £[ ] (*insert sum in words*) Such sum shall be used by the Council to upgrade and/or maintain existing public open space within the Substantial Residential Area containing the application site within the Metropolitan Borough of Knowsley; and
  - b. the sum of £[ ] (*insert sum in words*) Such sum shall be used by the Council as a contribution towards the cost of monitoring the Development

EXECUTED as a Deed by the said

Signed:

In the presence of: -

Signed:

Name:

Address:

Occupation: