

Name(s)

1.

2.

3.

PLANNING OBLIGATION BY DEED OF UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

RE:[]

Insert description of development

This DEED is made the [] day of [] 20[]

BY [] of [] (“the Owner”)

Insert full name and address for each owner of the property

[AND by [] of [] (“the Mortgagee”)]

Insert details of any person or company who has a registered charge over the property

RECITALS

1. The Owner is registered at HM Land registry as the freehold proprietor of the Land more particularly described in Schedule 1 hereto (“the Land”).
2. Knowsley Metropolitan Borough Council (“the Council”) is the local planning authority for the purposes of s106 (9)(d) Town and Country Planning Act 1990 (“the Act”) for the administrative area within which the Land is situate.
3. A planning application was submitted to the Council [by] [on behalf of] the Owner for the [] *set out the description of the development as it is in your application* (“the Development”) For the avoidance of doubt such term includes any agreed modification to the application as submitted which is marked as such on any submitted plan and/or confirmed in writing by the Council and which has the same reference number as set out in this Recital.
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. 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 Schedule 2 of this Undertaking.
3. The Owner covenants with the Council to observe and perform the obligations specified in Schedule 2 [and the Mortgagee is a party to consent to the creation of this deed.]
4. It is hereby declared as follows:
 - 4.1 The expressions “the Council” and “the Owner” [and “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 his 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 the Planning Permission 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 the Planning Permission) 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. TITLE NUMBER [MS] being land at [] shown edged red on the attached plan.

The title number can be found on the Office Copy Entries which are obtainable from the Land Registry. The Undertaking must be accompanied by a set of Office Copy Entries showing the current owners and any mortgagee or other party with an interest in the land. The Office Copy Entries should not be more than 1 month old. If you do not know how to obtain Office Copy Entries or have difficulty in acquiring them, the Council will obtain them for you (Contact Danielle Johnston, Legal Services, on 0151 443 3899.) You must provide an A4 size plan with the planning application site edged in red on it or a full postal address including postcode for the site. If the Council obtain the documents on your behalf a charge of £25 is made to cover the Land Registry fee and make a contribution to the Council's administrative costs. You can pay by cheque, made payable to Knowsley Council, or in cash at any of the Council's One Stop Shops.

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

Write the name of the first person giving the undertaking

Signature:

In the presence of: -

To be signed by an independent witness (someone over the age of 18 who is unrelated to anyone who is a party to this document)

Name:

Address:

Occupation:

The "EXECUTED as a DEED etc" clause must be repeated /signed & witnessed separately for each of the parties