

Dated:

Unilateral
Undertaking

By:

In favour of:

Relating to land at [insert address/land details]

[Landowner]

Peterborough City Council

FOR INFORMATION PURPOSES ONLY:

'This is the shorter form of Unilateral Undertaking offered by the developer when submitting a planning application. It does not need the Council to sign the Agreement (although the Council does have to approve and accept it). It is suitable when only making financial contributions under the POIS'.

TO BE DELETED FROM FINAL VERSION.

Unilateral Undertaking under the Town & Country Planning Act 1990 (as amended)

THIS DEED is made the day of 20[..]

BY:

- (1) [insert name] of [insert address] (“the Owner”) in favour of **PETERBOROUGH CITY COUNCIL** of the Town Hall Bridge Street Peterborough PE1 1HG

RECITALS

- (1) Peterborough City Council (“the Council”) is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended (the “1990 Act”) for the area within which the land described in Clause 2 of these Recitals is situated
- (2) The Owner is in fee simple absolute in possession free from incumbrances of the freehold land (“the Land”) situate at [insert address/land description] shown edged red on the plan annexed to this Deed
- (3) By a written application submitted to the Council and numbered [dd/nnnn/suffix] the Owner applied to the Council for planning permission for the erection of [insert details of proposal] upon the Land (“the Development”)
- (4) The Owner offers this Deed as a material planning consideration in consideration of the Development which might otherwise render the Development proposal unacceptable

NOW THIS DEED WITNESSES as follows:-

- 1 This Deed is a Planning Obligation made in pursuance of Section 106 of the 1990 Act and shall be binding and enforceable against the Owner and their successors in title to the Land
- 2 In this Deed the following words and expressions shall where the context admits have the following meanings:-

“Neighbourhood Infrastructure”

means works or facilities which are required to deal with the wider movement social recreational leisure and cultural impacts arising from development within the [select relevant details North/West/Central/East/South] Neighbourhood Investment Area as defined in the Council’s “Planning Obligations Implementation Scheme SPD” or any revision or replacement document for the time being in force

“Strategic Infrastructure”

means major land/development works or facilities which are required to enable development to proceed as defined in the Council’s “Planning Obligations Implementation Scheme SPD” or any revision or replacement document for the time being in force

3 The OWNER COVENANTS with the Council upon the execution of this Deed as follows:-

- (i) That the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) ("the Contribution") being a contribution towards the costs incurred or to be incurred by the Council for the provision of Neighbourhood Infrastructure and Strategic Infrastructure needs arising from the Development
- (ii) That the Owner shall pay to the Council the sum of [Insert figure] POUNDS (£00,000.00) ("the Monitoring Contribution") being 2% of the figure as set out in clause 3(i) above towards the monitoring by the Council of the obligations arising from this Deed
- (iii) That the Owner shall pay to the Council the sum of £150 representing its Legal Fees incurred in the preparation and completion of this Deed
- (iv) That the Owner shall pay the Contribution the Monitoring Contribution and the Legal Fees set out in clauses 3(i) 3(ii) and 3(iii) above upon completion of this Deed

4. This Deed shall cease to be of any effect (except for any purpose of evidence) upon receipt of the Contribution the Monitoring Contribution and Legal Fees and the issuing of the planning permission

EXECUTED and DELIVERED as a Deed on the date of this document

EXECUTED by the said _____)
In the presence of: _____)

Signature of witness:

Name: (in block capitals)

Address: