

**PLANNING OBLIGATION BY UNILATERAL UNDERTAKING UNDER SECTION 106
OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)**

GIVEN BY

PETER REID

TO RUSHCLIFFE BOROUGH COUNCIL

**RELATING TO LAND AT MUFFINS GAP, LOMBARD STREET, ORSTON,
NOTTINGHAMSHIRE, NG13 9NG**

DATE **2022**

THIS UNILATERAL UNDERTAKING IS MADE BY

PARTIES

(1) PETER REID of Muffins Gap, Lombard Street, Orston (**Owner**)

And given to

Rushcliffe Borough Council

BACKGROUND

(A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.

(B) The Owner owns the Property.

(C) The Planning Application has been submitted to the Council for the Development and the Owner has agreed to enter into this Deed in order to make provision for regulating the Development and securing the matters hereinafter referred to.

AGREED TERMS

1.INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this deed.

Definitions:

Development: the development of the Property described in the Planning Application.

Existing Planning Permission: the full planning permission for the "*Erection of Three detached dwellings and access provision*" (Reference No: 21/00180/FUL)

granted by the Planning Inspectorate for England on behalf of the Government's Department for Levelling Up, Housing and Communities.

Implement: means the carrying out on the Property pursuant to the Planning Permission or the Existing Planning Permission (as the case may be) of a material operation specified in Section 56 of the TCPA 1990 and "Implemented" and "Implementation" shall be construed accordingly.

Plan: the plan attached to this deed.

Property: the land at Muffins Gap, Lombard Street, Orston, Nottinghamshire, NG13 9NG as shown for identification purposes only edged red on the Plan.

Planning Application: an application for planning permission registered by the Council on [DATE] under reference number [NUMBER].

Planning Permission: the full planning permission to be granted by the Council in respect of the Planning Application.

TCPA 1990: Town and Country Planning Act 1990.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.2 Clause headings shall not affect the interpretation of this deed.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

1.7 A reference to the Council shall include the successors to its respective statutory functions.

1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.10 A reference to **writing** or **written** excludes faxes and e-mail.

1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.

1.12 References to clauses are to the clauses of this deed.

1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.

2.2 The obligations contained in Clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.

2.3 This deed shall come into effect on the date of grant of the Planning Permission.

2.4 The obligations contained in Clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3.COVENANTS WITH THE COUNCIL

The Owner covenants with the Council:

- (a)** not to cause permit or to take any action to Implement both the Existing Planning Permission and the Planning Permission;
- (b)** In the event that the Owner decides to Implement the Planning Permission then they covenant not to cause permit or to take any action to Implement the Existing Planning Permission; and
- (c)** In the event that the Owner decides to Implement the Existing Planning Permission then they covenant not to cause permit or to take any action whatsoever to Impement the Planning Permission.

4.RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5.DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a)** expires before the Commencement of Development;
- (b)** is varied or revoked other than at the request of the Owner; or
- (c)** is quashed following a successful legal challenge.

6.LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

7. CHANGE OF OWNERSHIP

Until the obligations in Clause 3 have been complied with the Owner will give to the Council within 20 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

(a) the name and address of the person to whom the disposition was made; and

(b) the nature and extent of the interest disposed of.

8. NOTICES

8.1

A notice or other communication to be given under or in connection with this deed must be in writing and must be:

(a) delivered by hand; or

(b) sent by pre-paid first class post or other next working day delivery service.

8.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

(a) to the Council at the address started in this deed; and

(b) to the Owner at: at the address started in this deed;

or as otherwise specified by the relevant person by notice in writing to each other person.

8.3

Any notice or other communication given in accordance with clause 8.1 and clause 8.2 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day

which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;

(b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

8.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

8.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by PETER REID
in the presence of:

.....

.....

WITNESS SIGNATURE

NAME, ADDRESS AND OCCUPATION OF WITNESS: