

Dated this

day of

2022

JOHN YOUNG

TO

NORTHUMBERLAND COUNTY COUNCIL

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PLANNING OBLIGATION BY UNDERTAKING

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Pursuant to section 106 of the Town and Country Planning Act 1990

In relation to 4 Redsteads Cottages, Christon Bank, ALNWICK, Northumberland, NE66 3EU

Planning Ref: TBC

Dated this

day of

2022

## THIS DEED OF UNDERTAKING IS GIVEN BY

JOHN YOUNG of 4 Redsteads Cottages, Christon Bank, ALNWICK, Northumberland, NE66 3EU. ("the Owner")

TO

NORTHUMBERLAND COUNTY COUNCIL of County Hall, Morpeth, Northumberland, NE61 2EF ("the Council")

## RECITALS

- a) The Owner is the registered proprietor of Land registered with title absolute at HM Land Registry under title number ND206864.
- b) The Owner has submitted the Planning Application to the Council for Planning Permission for the Development and intends to undertake the Development.
- c) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- d) On 08 September 2022 the Planning Application was validated by the Council.
- e) The Owner gives this undertaking to perform the obligations set out in this Deed.

## AGREED TERMS

### 1. Interpretation

The following definitions and rules of interpretation apply in this Deed.

#### 1.1 Definitions

<b>"the Act"</b>	means the Town and Country Planning Act 1990 as amended
<b>"Coastal Mitigation Service Contribution"</b>	means the sum of £615.00 (SIX HUNDRED AND FIFTEEN) to be paid by the Owner to the Council and to be applied by the Council towards the provision of mitigation services including warden provision and associated activity to mitigate the impact of recreational activity and development on designated sites on the coast of Northumberland
<b>"Commencement of Development"</b>	means the date upon which any part of the Development pursuant to the Planning Permission is commenced on the Land and/or the carrying out on the Land of a material operation (as defined by section 56(4) of the Act) pursuant to the Planning Permission whichever is the earlier, but disregarding for the purposes of this

Deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation and erection of any fences and hoarding around the Land and the term 'Commence Development' shall be construed accordingly.

**“Development”**

means the renovation and extension of the existing dwelling, to include parking to rear, convert the old stable building to an outbuilding associated with the dwelling, conversion of the dilapidated joiners' workshop and associated yard to provide one additional dwelling on the site, complete with parking and garden areas as described in the Planning Application and in accordance with the Planning Permission

**“Land”**

means land located at 4 Redsteads Cottages, Christon Bank, ALNWICK, Northumberland, NE66 3EU registered with title absolute at HM Land Registry under title number ND206864

**“Planning Application”**

means the application for planning permission submitted to the Council for the Development and given reference number TBC

**“Planning Permission”**

means planning permission to be granted by the Council pursuant to the Planning Application or by the Secretary of State on appeal.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.3 Words imparting the singular meaning shall unless the context otherwise requires include the plural and vice versa and where there is more than one covenantor all obligations of such covenantors shall be joint and several.
- 1.4 References to any party in this Undertaking shall include the successors in title and assigns of that party and in the case of the Council includes any successor local planning authority exercising planning powers under the Act
- 1.5 A reference to an Act of Parliament or Statutory Instrument refers to the Act or Statutory Instrument as it applies at the date of this Undertaking SAVE THAT in the event any such Act or Statutory Instrument is consolidated amended or re-enacted then any reference to such Act or Statutory Instrument refers to that Act or Statutory Instrument as consolidated amended or re-enacted from time to time.
- 1.6 A reference to any Clause or Schedule (or any part of them) is unless the context otherwise requires a reference to a Clause or Schedule (or any part of them) contained in this Undertaking.
- 1.7 The masculine feminine and neuter genders include each of the other genders and words denoting persons shall include corporations and vice versa.

## **2. STATUTORY PROVISIONS**

- 2.1 This UNDERTAKING is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and all other enabling powers and any enactments replacing or superseding the same with the intent to bind the Owner's interests in the Land and with the intent that the obligations herein contained shall be planning obligations.
- 2.2 This Deed shall have effect from the date hereof.
- 2.3 The obligations contained in clause 4 of this Deed are enforceable by the Council in accordance with section 106 of the Act.

## **3. LOCAL LAND CHARGE**

- 3.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975.
- 3.2 The Council will upon the written request of the Owner at any time after the obligation under this Deed has been fulfilled issue written confirmation thereof and thereafter cancel all related entries from the Register of Local Land Charges.

## **4. COVENANTS WITH THE COUNCIL**

The Owner covenants with the Council to pay the Coastal Mitigation Service Contribution to the Council upon Commencement of Development.

## **5. DISCHARGE BY PERFORMANCE**

Upon the performance discharge or other fulfilment of the obligation under the terms of this Deed such covenant obligation shall absolutely cease and determine save in respect of any antecedent breach.

## **6. FEES**

- 6.1 The Owner shall pay to the Council upon Commencement of Development the sum of £525 (five hundred and twenty five pounds) incurred in the preparation and registration of this Deed.
- 6.2 The Owner shall pay to the Council upon Commencement of Development the sum of £400.00 (four hundred pounds) in relation to the costs associated with the monitoring and ongoing management of the obligations in this Deed.

## **7. INDEXATION**

The Coastal Mitigation Service Contribution shall be subject to such increase as is necessary to reflect any increase in the Retail Price Index (All Items) (or such replacement index thereof) for the period commencing from the date of this Deed and ending on the date of payment such increase to be calculated by reference to the Index most recently published at the date of which the relevant payment was made

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

**Executed and delivered** as a Deed by JOHN YOUNG

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in the presence of:

Witness signature

Witness name

Witness address

Witness occupation