|  |  |  |
| --- | --- | --- |
| **Unilateral Undertaking**   |  |  | | --- | --- | | **Planning application reference:** | **UTT/ ?? / ???? / ???** | |
|  |
| Given pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) by the person(s) named in the **First Schedule** to **Uttlesford District Council** in respect of the land described in the **Third Schedule** for the purpose of securing the payment (due on commencement of development) of a contribution towards habitat mitigation. |
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**THIS UNILATERAL UNDERTAKING** is given the ? day of 20??

**BY: INSERT FULL NAME & ADDRESS**

**(1) THE PERSON(S) named in the First Schedule (“the Owner”)[[1]](#footnote-1)**

TO: **UTTLESFORD DISTRICT COUNCIL** of Council Offices, London Road, Saffron Walden, Essex CB11 4ER **(“the Council”)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BACKGROUND: -**

(1)The Owner is the freehold owner or leasehold owner of the Site (as defined below) which is the subject of the Planning Application (as defined below).

(2) The Council is the Local Planning Authority for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) for the area in which the Site is situated.

(3) The Site is situated within a “Zone of Influence” (as established by Natural England) and as such the Development is likely to have a significant effect (in terms of impact) on an Essex coastal European designated site and must therefore provide appropriate mitigation pursuant to the requirements of the Conservation of Habitats and Species Regulations 2017.

(4) A unilateral undertaking in the terms set out below is necessary in order to make the Development acceptable in planning terms. Specifically, the purpose of this Unilateral Undertaking is to secure the payment of a commuted sum to fund the carrying out of habitat mitigation projects in accordance with RAMS (the Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy).

**NOW THIS DEED WITNESSETH** as follows:

**Definitions and Interpretation**

* 1. In this Unilateral Undertaking the following words and phrases shall unless the context otherwise admits or requires have the following meanings:

|  |  |
| --- | --- |
| “the Contribution” | The total monetary payment (calculated on the basis of £125.58 per new dwelling) due on Commencement of the Development from the Owner or their successor in title to the Site – which will be used to fund habitat mitigation projects (“Habitat Mitigation Measures”) identified by the Essex Coast Recreational Disturbance Avoidance and Mitigation Strategy (RAMS) in particular to mitigate any increased use at Blackwater SPA and Ramsar and Essex Estuaries SAC as a result of the Development. |
| “Commencement  of the Development’’ | | Means the date on which any material operation (as defined in Section 56(4) of the Town and Country Planning Act 1990 (as amended)) pursuant to the Planning Permission begins to be carried out on the Site. |
| “the Development” | | Is a reference to the proposed development which is the subject of the Planning Application |
| “Planning Application” | The planning application referred to in the **Second** **Schedule** |
| "Planning Permission" | Planning permission granted by the Council pursuant to the Planning Application, including any subsequent planning permission granted pursuant to an application made under section 73 of the Town and Country Planning Act 1990, and (for the avoidance of any doubt) any Planning Permission which has been the subject of a non-material amendment under section 96A of the Town and Country Planning Act 1990 |
| ‘’the Site’’ | The land described in the **Third Schedule** |

2. **Planning Obligations**

2.1 This Undertaking is given in pursuance of: -

2.1.1 Section 106 of the Town and Country Planning Act (as amended) and the obligations contained herein are planning obligations for the purposes of that Section and entered into by the Owner with the intention that they bind successors in title to the Site (or any part thereof) and are enforceable by the Council

2.1.2 Sections 111 and 120 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, and all other enabling powers

3. **The Owner’s Covenant/Undertaking**

The Owner covenants with the Council that on Commencement of the Development (but not otherwise) and subject always to the limitation set out in clause 5 below they will comply with the obligation set out in the **Fourth Schedule**.

4. **Limitation on Scope of Undertaking where the Owner (or their successors in title) has parted with their interest in the Site.**

Neither the Owner nor any successor in title to the Site shall be liable for any breach of this Undertaking after they have parted with all interest in the Site SAVE for any subsisting breach of covenant on their part prior to parting with such interest

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The First Schedule[[2]](#footnote-2)**

*(Name(s) of Person(s) giving this Unilateral Undertaking – “the Owner”)*

INSERT FULL NAME(S)  
**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Second Schedule[[3]](#footnote-3)**

*(The Planning Application)*

Planning Application Reference: UTT/ ?? / ???? / ???

for: INSERT DEVELOPMENT PROPOSAL

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Third Schedule**

*(The Site)*

The application site which is the subject of the Planning Application, being land situated:[[4]](#footnote-4)

INSERT SITE ADDRESS

*[and shown edged in red on the annexed plan][[5]](#footnote-5)* INSERT PLAN

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Fourth Schedule**

(The Owner’s covenant/undertaking)

To pay to the Council forthwith the Contribution in the sum set out below to fund Habitat Mitigation Measures.

|  |  |
| --- | --- |
| **£ (figure)** | **Amount (in words)** |
| **£** |  |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**IN WITNESS WHEREOF the parties to this Deed have EXECUTED this document as a Deed and delivered it the day and year first above written[[6]](#footnote-6)**

Executed as a deed by

**NAME OF OWNER:**

**Signature of Owner** or Director/Authorised Officer (if Owner is limited company or other corporate body):

…………………………………………………….

Witness signature: ………………….............

Witness name: .......................................

Witness address: .......................................

.......................................

Witness occupation: ......................................

Executed as a deed by

**NAME OF OWNER:**

**Signature of Owner** or Director/Authorised Officer (if Owner is limited company or other corporate body)**:**

**……………………………………………………..**

Witness signature: ………………….............

Witness name: .......................................

Witness address: .......................................

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Witness occupation: ......................................



|  |  |
| --- | --- |
| Author |  |
| Date |  |
| Update | 1 April 2020 price increase |
| UDC Unilateral Undertaking template – February 2021 | |

1. Any person (whether an individual or corporate body) who is the freehold or leasehold owner of the Site or part thereof. [↑](#footnote-ref-1)
2. Insert within this Schedule the full names of all persons who are freehold or leasehold owners of the Site or part thereof. [↑](#footnote-ref-2)
3. Insert within this Schedule the Council’s planning application reference, followed by the brief description of the proposed development. [↑](#footnote-ref-3)
4. Insert description of location of application site e.g. postal address. [↑](#footnote-ref-4)
5. Use of a plan may not be necessary if the site can be adequately described by way of a postal address. [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)