

DATED

200

[Developer]

-and-

DARTFORD BOROUGH COUNCIL

-and-

KENT COUNTY COUNCIL

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town & Country
Planning Act 1990 relating to land know as the

PARTIES

- (1) _____ (“the Developer”)
- (2) **DARTFORD BOROUGH COUNCIL** of Civic Centre, Home Gardens, Dartford, DA1 1DR (“the Council”) and
- (3) **THE KENT COUNTY COUNCIL** of County Hall, Maidstone, Kent, ME14 1XQ (“the County Council”)

1. DEFINITIONS AND INTERPRETATION

In this document the definition and rules of interpretation in this clause apply:-

- 1.1 Additional Transport Payment: the sum of £ _____ being a financial contribution towards funding of Kent Transport surcharge
- 1.2 Index: the All-in Tender Price Index (as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors)
- 1.3 Development: the proposed development of the Site described in Schedule 1
- 1.4 Planning Obligations: the obligations set out in Schedule 2
- 1.5 Planning Permission: planning permission to carry out the Development pursuant to planning application reference DA/ _____
- 1.6 The expressions the “Council” “the County Council” and the “Developer” shall include their successors in title and assigns
- 1.7 The Site:

2. BACKGROUND

- 2.1 The Developer is registered as proprietor at the Land Registry of Title No _____ with absolute title under title of the Site on which the Development is to be carried out *[the Developer will be required to provide a copy of title. Mortgagees will be party to this Deed]*

- 2.2 The Council and the County Council are the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated
- 2.3 The Developer has applied to the Council by written application reference number to
- 2.4 The Development generates the need for additional transport infrastructure (being £5000 for each of dwellings)

3 SECTION 106 OBLIGATIONS

- 3.1 The Planning Obligations contained in this Deed are planning obligations made pursuant to and for the purposes of Section 106 of the 1990 Act
- 3.2 The Planning Obligations shall be enforceable by the Council and the County Council

4 DEVELOPER'S UNDERTAKING

The Developer covenants with the Council and the County Council to observe and perform the obligations and provisions set out in Schedule 2

5 GENERAL PROVISIONS

- 5.1 The Developer recognises that this Deed will be registered as a local land charge in the Register of Local Land Charges maintained by the Council
- 5.2 In the event that the Planning Permission is not granted quashed or revoked or otherwise withdrawn or is materially modified pursuant to Section 97 of the 1990 Act or expires before the Development has been implemented this Deed shall cease to have effect
- 5.3 This Undertaking is made pursuant to Section 106 of the 1990 Act as a planning obligation and all other powers and the covenants in this Undertaking on the part of the Developer are entered into with the intent that the same shall be enforceable without limit of time not only against the Developer but also against its successors in title and any person corporate or otherwise claiming through or under the Developer an interest or estate in the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by it

- 5.4 No party shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after it has parted with its interest in the Site or the part in respect of which such breach occurs
- 5.5 The Developer shall not be liable in respect of any breach of the Planning Obligations after the Developer shall have disposed of its entire interest in the Site or the part in respect of which such breach occurs but without prejudice to its liability for any subsisting breach prior to parting with such interest
- 5.6 No person shall be liable for any breach of the Planning Obligations unless that person holds an interest in the part of the Site in respect of with such breach occurs or holds such an interest at the date of the breach

6 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999

EXECUTED as a Deed but not delivered until the date which appears at the head of this document

SCHEDULE 1

The Development

The residential development of the Site comprising [and also referred on
the drawing number]

SCHEDULE 2

Planning Obligations with Council

- 1.The Developer hereby covenants with the Council to pay to the Council the Additional Transport Infrastructure Payment within 14 days of commencement of the Development.
- 2.The Developer hereby covenants with the Council to pay to the Council on the execution of this Deed and prior to the issue of the Planning Permission the sum of £500 (five hundred pounds) being the reasonable legal costs of the Council incurred in the preparation of this Deed. *[an additional fee may become payable where the Council's Legal Dept is required to provide further assistance in the preparation of this Deed]*

EXECUTED as a Deed by)

In the presence of:-)

EXECUTED as a Deed by)

In the presence of:-)