UNILATERAL UNDERTAKING
(FULL PLANNING PERMISSION)

Made pursuant to Section 106 of the
town and Country Planning Act 1990
and all other enabling powers

Relating to land at [ ]

P J Tart LLB
Director of Corporate Resources
Dudley MBC
3 St James's Road
Dudley
West Midlands  DY1 1HZ

Ref:       GSB/SA
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THIS UNILATERAL UNDERTAKING and DEED is given this (Note 1) day of 

20__ BY

(1) [____________________ LIMITED] of [ ]
   (Company Registration Number ) ("the Owner")------

(2) [____________________ LIMITED] of [ ]
   (Company Registration Number ) ("the Developer")------

(3)

(4) [____________________ LIMITED] of [ ]
   (Company Registration Number ) ("the Mortgagor")------
   (Note 2)

TO THE BOROUGH COUNCIL OF DUDLEY The Council House Priory Road Dudley
West Midlands DY1 1HF ("the Council")------

IT IS AGREED THAT:

1 DEFINITIONS

“Application” means the application made to the Council for full planning permission for the Development and given the reference (P / ) (Note 3)------

“Commencement Date” means the date on which Commencement of Development begins------

“Commencement of Development” means the date that a material operation as defined in section 56(4) of the Planning Act is undertaken on the Land pursuant to the Planning Permission (and “Commence Development” shall be construed accordingly)------

“Development” means the development permitted by the Planning Permission------

“DUE” means the Director of the Urban Environment for the time being of the Council and includes any Officers of the Council authorised by him to exercise his functions------

“Implementation Notice” means the notice in writing to be served upon the Council by the Developer/Owner notifying it of Commencement of Development------

“Index” means “All items” index figure of the Index of Retail Prices published by the Office for National Statistics or any such alternative index or comparable measure of price inflation as the Council reasonably requires------
“Index Linked” means increase(d) to reflect any increase in the Index during the period from and including the date of this undertaking to and including the date of actual payment------

“Land” means the land edged red on the Plan annexed hereto being land at [ ] (Note 4)------

“Plan” means the plan annexed hereto (Note 5)------

“Planning Act” means the Town and Country Planning Act 1990 as amended from time to time------

“Planning Obligations” means the planning obligations created by clause 6 of this deed and set out the Schedule------

“Planning Permission” means the full planning permission (reference P / ) (Note 3) when granted and issued by the Council pursuant to the Application------

2 INTERPRETATION

2.1 In this deed:
(a) words in the singular include the plural and vice versa------
(b) a reference to any gender includes a reference to all other genders------
(c) a reference to a person includes companies and all other legal entities------
(d) references to clauses and schedules are to the clauses and schedules of this deed unless stated otherwise------
(e) a reference to a paragraph is to the paragraph of the schedule in which the reference is made unless stated otherwise------

2.2 The headings and table of contents of this deed are for convenience only and shall not affect its interpretation------

2.3 Unless this deed states otherwise any reference to a statute statutory instrument or other legislative provision includes any amendment extension or re-enactment of it for the time being in force------

2.4 Where any party consists of more than one person covenants and obligations of that party are joint and several------
2.5 The perpetuity period applicable to this deed shall be eighty years. It shall apply to any rights granted or reserved over or in respect of anything which is not now in existence-----

2.6 Unless this deed states otherwise references to any party shall include that party's successors in title-----

3 RECITALS
3.1 The Council is the local planning authority for the purposes of the Planning Act-----

3.2 Having regard to the provisions of the Dudley Unitary Development Plan and to all other material considerations the Owner [and the Developer] gives this Undertaking to secure the planning obligations without which the Application for the Development would not be acceptable-----

4 ENABLING POWERS
4.1 This deed is made pursuant to Section 106 of the Planning Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers to the intent that it shall bind the Owner [and the Developer] and [its] [their] successors in title to each and every part of the Land and their assigns-----

4.2 The obligations created by this deed and which are set out in Clause 6.1 and the Schedule are planning obligations for the purpose of Section 106 of the Planning Act-----

4.3 This undertaking is enforceable by the Council as a local planning authority for the area in which the Land is situated and binds each and every part of the Land-----

5 LAND OWNERSHIPS
5.1 The Owner is the registered proprietor of the freehold interest in the Land with title [absolute] under Title Number [](Note 6)-----

5.2 The Developer has an interest in the Land by virtue of [ insert details ]-----

5.3 The Mortgagee has the benefit of a Legal Charge dated [ ] registered against the Land-----
6 OBLIGATIONS
6.1 The Owner [and the Developer] hereby covenant to bind [its] [their respective] interest in the Land to observe and perform the obligations set out in the Schedule hereto and-----

7 RELEASE FROM LIABILITY
7.1 No person shall be liable for a breach of any covenant agreement or obligation created by this deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach prior to parting with such interest)-----

8 THIRD PARTY RIGHTS
A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act-----

9 SATISFACTION OF THE OBLIGATIONS
9.1 Registration as local land charge
This Unilateral Undertaking shall be registered as a local land charge in the register of local land charges maintained by the Council-----

10 TERMINATION OF THE DEED
10.1 If the Planning Permission shall expire (or shall be revoked or be quashed in any legal proceedings) before the Commencement of the Development then this deed shall forthwith determine and cease to have effect and the Planning Obligations shall be removed from the register of local land charges by the Council or otherwise record the fact that it has come to an end and no longer affects the Land-----

11 NOTICE
11.1 Any notice required to be given under this deed shall be in writing and shall be delivered personally or sent by pre-paid first class post recorded delivery post or facsimile transmission-----
11.2 The address for service of any such notice shall be as set out at the start of this deed save that in the case of a notice to be served on the Council the address

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shall be: Principal Planning Obligations Officer, Directorate of the Urban Environment, 3 St. James’s Road, Dudley, West Midlands, DY1 1HZ------

11.3 Any Notice under this deed shall be deemed to have been served as follows:-----
(a) if personally delivered at the time of delivery------
(b) if by post on the second working day after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom------
(c) if sent by recorded delivery at the time the delivery was signed for------
(d) if sent by facsimile transmission at the time of successful transmission provided it was sent before 4pm and if sent after 4pm the next working day------
(e) and in proving such service it shall be sufficient to prove that personal delivery was made and a receipt obtained or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope and a receipt obtained or that facsimile was successfully transmitted----

12 MORTGAGEE’S CONSENT
The Mortgagee consents to this deed being entered into with the intention that notwithstanding Section 101 of the Law of Property Act 1925 its interest in the Land will be bound by the terms of this deed as if it had been executed and registered as a local land charge before the execution of its legal charge -----  

IN WITNESS of which this deed has been executed and on the date set out above delivered as a deed-----

SCHEDULE
The Developer's Obligations (Note 7)
1. To pay to the Council c/o the Principal Planning Obligations Office Directorate of the Urban Environment 3 St. James’s Road Dudley West Midlands DY1 1HZ):-
1.1 the DUE’s costs for managing and monitoring this deed in the sum of
[ ] pounds and [ ] pence [£ ] receipt of which the Council now acknowledges;
1.2 the Council’s legal costs in the sum of Fifty pounds (£50.00) incurred in
connection with the preparation completion and registration of this Deed receipt
of which the Council now acknowledges ------

2 To serve on the Council the Implementation Notice not less than fourteen (14)
days before the Commencement Date------

3. To pay to the Council (c/o The Principal Planning Obligations Officer, Directorate
of the Urban Environment, St. James’s Road, Dudley, West Midlands, DY1 1HZ)
on or before Commencement of Development the following sums Index Linked
namely:-

3.1 the open space sport and recreation contribution in the sum of
[ ] pounds and [ ] [£ ] for use by
the Council for providing and/or enhancing and/or upgrading and/or
supplementing and/or maintaining and/or improving of off site public
open space and children's play equipment in the locality of the
Development------

3.2 the education contribution in the sum of [ ] pounds and
[ ] pence [£ ] as a contribution towards the cost of
[the provision of education facilities to cater for the likely additional pupil
numbers generated by the Development in excess of that which schools
local to the Land can accommodate]------

3.3 The library contribution in the sum of [ ] pounds and
[ ] pence [£ ] as a contribution towards the cost of
[catering for the additional demand for library services generated by the
Development and the adverse impact on the library services’ ability to
maintain existing standards in the locality]------

3.4 The public realm contribution in the sum of [ ] pounds
and [ ] pence [£ ] as a contribution towards the
cost of [improving the quality of the public realm in local centres which
serve the Land so as to encourage their greatest possible use]------

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3.5 The transport infrastructure improvements contribution in the sum of [ ] pounds and [ ] pence [£ ] as a contribution towards the cost of [accelerating and/or enhancing transport infrastructure improvements needed to reflect the increased demand arising from the Development]------

3.6 The nature conservation enhancement contribution in the sum of [ ] pounds and [ ] pence (£ ) for use by the Council for providing and/or enhancing and/or supplementing off site nature conservation areas in the locality of the Development------

(Note 8) (THE COMMON SEAL of [ ]
( was affixed to this deed which was
( delivered when dated in the presence of:-

Director

Secretary

(SIGNED AS A DEED by
( acting by a Director and its Secretary or
( two Directors:-

Signature :
Name :
Director/Company Secretary

Signature :
Name: :
Director/Company Secretary
( SIGNED AS A DEED by the said
( [ ]
( in the presence of:-

Witness Signature : 

Witness Name : 

Witness Address : 
Witness Occupation : 

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