

Unilateral Undertaking under Section 106 of the Town and Country Planning Act 1990 and all other enabling powers

Relating to Gilfach Yr Haidd Farm, Ystalyfera, Neath Port Talbot, SA9 2BE

Given By

(1) Simon and Leigh Cometson

To

(2) Neath Port Talbot County Borough Council

DATED **[DATE]**

THIS UNILATERAL UNDERTAKING AND DEED is given on [DATE] by:

PARTIES

- 1) Simon Cometson
48 St David's Drive
Lower Graig-y-Rhacca
Machen
Caerphilly
CF83 8RH

TO

- 1) Neath Port Talbot County Borough Council
Civic Centre
Port Talbot
SA13 1PJ

WHEREAS:

- A The Owner has an interest in the land registered at the Land Registry under title number (WA150940) as shown hatched in red on the attached Plan
- B Neath Port Talbot County Borough Council ("the Council") is the relevant local planning authority for the Land and the Application
- C On [DATE] the Owner submitted the Application to the Council
- D The Owner has unilaterally entered into this Deed in order to secure the planning obligations contained in this Deed
- E The provisions of this Deed are conditional upon planning permission being granted pursuant to the Application

IT IS AGREED THAT:

1 Definitions

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings:

the Act	means the Town & Country Planning Act 1990;
Application	means the application to construct the Development registered on title number (WA150940) and given reference number [PLANNING APPLICATION NUMBER: ???TBC???]
Commencement	means the commencement of building works on the Land by way of a material operation as defined by Section 56 (4) of the Act and this shall not include site preparation or demolition of existing buildings;
Development	means the One Planet Development applied for in the Application and granted planning permission subject to the terms of this Deed;

Disposed	means conveyance, transfer of the freehold sale of legal interest, lease, licence or tenancy and transfer by way of gift and sale at undervalue and assent of the Dwellings and the Land
Dwellings	means the residential units forming part of the Development
Land	the land at Gilfach Yr Haidd Farm, land registered at the Land Registry under title number WA140940 and shown outlined in red and hatched on the Plan attached at Schedule 1
Occupied/Occupation	shall mean the occupation of the Site for the purposes permitted by the Planning permission
Owner	means the Owner
Planning Obligation	means the planning obligation described at Error! Reference source not found. being a planning obligation for the purposes of Section 106 of the Act
Residential Unit	means any residential units forming part of the Development
Working Day	means any day which is not a Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday

2 Interpretation

- 2.1 Words importing one gender shall be construed as meaning any other gender;
- 2.2 Words in the singular include the plural and vice versa;
- 2.3 References to clauses and schedules are reference to clauses and schedules within this Deed only;
- 2.4 A reference to a person includes a company or any legal entity.

3 Legal basis

- 3.1 This Deed is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000;
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations under Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner.
- 3.3 The Owner enters into this Deed with the intent to bind the Site under Section 106 of the Act.

4 Conditionality

- 4.1 This deed is conditional upon the grant of the Planning Permission.

5 Obligations and enabling powers

- 5.1 The Owner hereby covenants to observe and perform the Planning Obligation;
- 5.2 The Planning Obligation may be enforced by the Council;
- 5.3 The Planning Obligation shall not come into force until the full planning permission has been granted pursuant to the Application and appeal;
- 5.4 The Owner shall give the Council 10 Working Days' notice of Commencement of the Development.

6 Liability

- 6.1 Upon parting with all and any interest in the Land no party shall have liability for the breach of any covenant or Planning Obligation in this Deed.

7 Miscellaneous

- 7.1 This Deed shall be registered as a local land charge by the Council;
- 7.2 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms of this Deed on any person who is not a party hereto;

- 8 **Any notice served pursuant to this Deed shall be deemed to be served correctly if served to the above addresses by registered post and in the case of the Council addressed to Civic Centre, Port Talbot, S13 1PJ.**

- 9 Jurisdiction

- 9.1 This Deed is governed by the laws of England and Wales.

10 Delivery

- 10.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

11 Land Outside Control

- 11.1 Nothing in this Deed shall require the performance by the Owner of any obligation upon land outside their ownership unless such land is made available to them at no cost.

12 Disputes

- 12.1 If any party to this Deed gives notice in writing to any other party disputing any rights or obligations arising out of this Deed and the parties are unable to agree on the issue in dispute after having discussed the dispute and having acted in good faith to resolve the dispute as soon as reasonably possible, any party to which the dispute relates may within 20 working days of the written notice of the dispute refer the matter for decision to an Expert. The Expert shall be appointed by agreement between the parties to the dispute, or, if they have not agreed within 7 days of the date of the request to refer, by the President for the time being of the Law Society on the application of either party.
- 12.2 The decision of the Expert on the dispute shall, in the absence of manifest error, be final and binding on the parties. All costs incurred by the Expert shall be borne by the parties to the dispute in the amount determined by the Expert and in the absence of such determination in equal shares.

13 Land registry restrictions

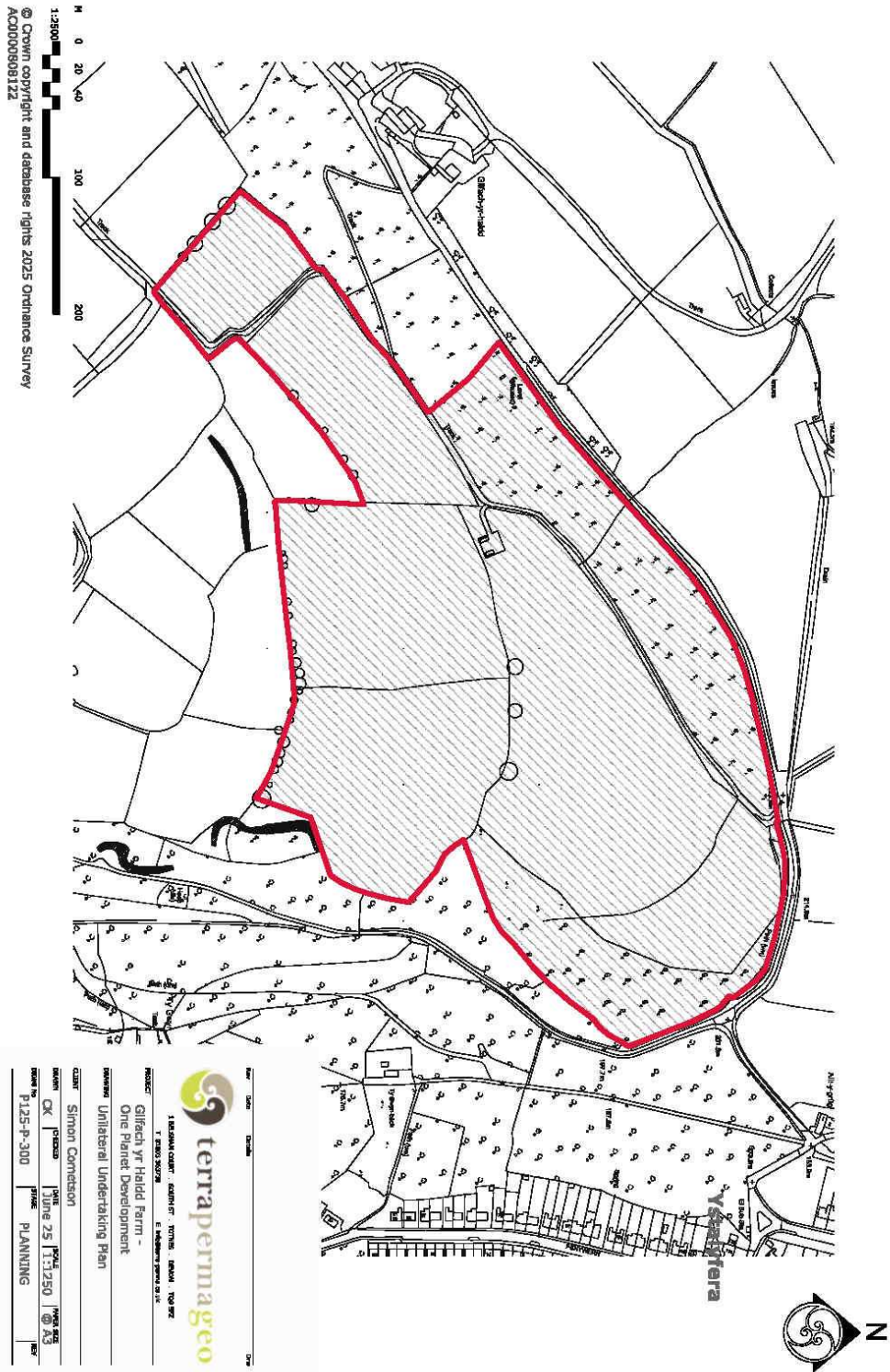
- 13.1 The Owner shall within 28 days of the date of this unilateral undertaking enter the following restriction against the registered titles to the Site at the Land Registry:

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or, by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyance on behalf of Neath Port Talbot County Borough Council confirming that the provisions of the unilateral

undertaking given by Mr Simon Cometson on the [date unilateral undertaking is signed] have been complied with”

- 13.2 Within 25 days of the date of this unilateral undertaking to provide the Council with evidence that the restrictions referred to in clause 12 above have been registered at the Land Registry.

SCHEDULE 1
PLAN



SCHEDULE 2

The Owner covenants to the Council

- 1 That the Dwellings shall at all times be the sole residences of the person(s) in Occupation of the Dwellings.
- 2 That the Land shall only be Occupied by the person(s) in Occupation of the Dwellings.
- 3 That the Dwellings shall at all times be tied to the Land for the intent and purpose that the Dwellings shall be regarded as one unit of Development and neither the Land or any buildings and or Dwellings situated thereon shall be Disposed of separately.

SIGNED AS A DEED by Simon Cometson

In the presence of:

Witness

Name:

Address:

Occupation:

SIGNED AS A DEED by

In the presence of:

Witness

Name:

Address:

Occupation: